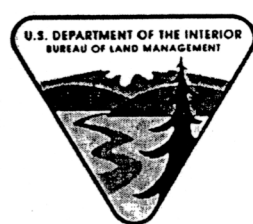
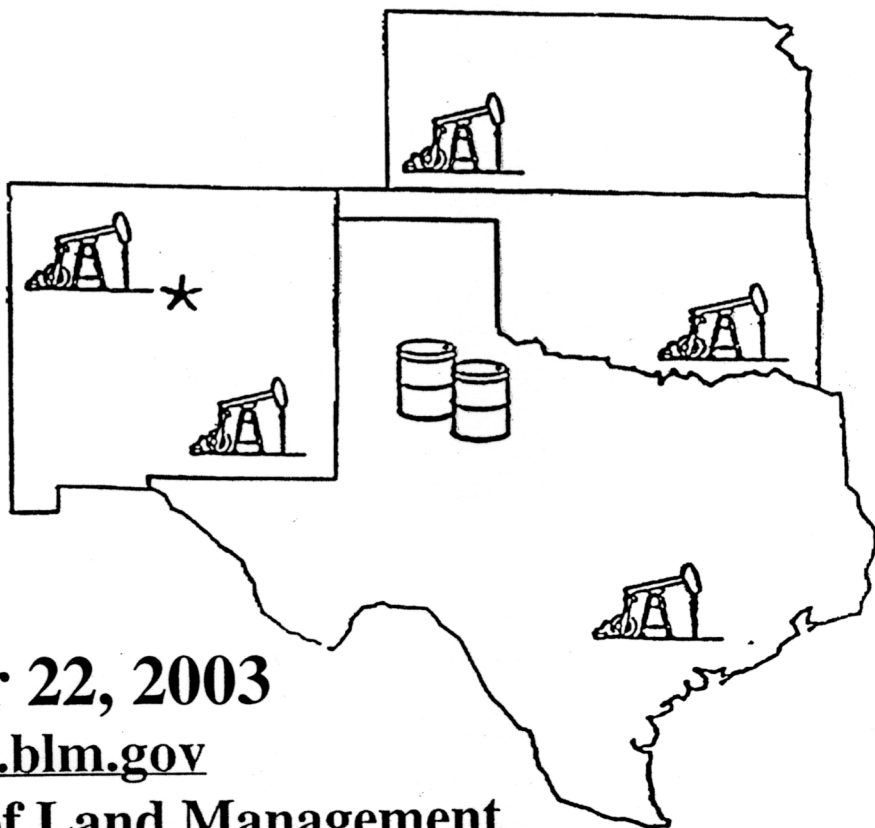


**New Mexico State Office
P.O. Box 27115
Santa Fe, NM 87502-0115**



Competitive Oil & Gas Lease Sale



October 22, 2003

www.nm.blm.gov

Bureau of Land Management

1474 Rodeo Road

Santa Fe, NM 87504



United States Department of the Interior

Bureau of Land Management

New Mexico State Office
1474 Rodeo Road
P.O. Box 27115
Santa Fe, New Mexico 87502-0115
www.nm.blm.gov

IN REPLY REFER TO:
3120 (93200-gsb)

September 3, 2003

NOTICE OF COMPETITIVE LEASE SALE Oil and Gas

We are pleased to announce that we will offer for competitive sale certain Federal lands in the States of New Mexico, Kansas, Oklahoma, and Texas for oil and gas leasing. This notice describes-

- The time and place of the sale;
- How the sale will be conducted;
- How to participate in the bidding process;
- The sale process;
- How long the sale will last;
- The conditions of the sale;
- How to file a noncompetitive offer after the sale; and
- How to file a pre-sale noncompetitive offer;
- How to file a protest to our offering the lands in this Notice.

Attached to this notice, beginning on page 1, is a list of the lands we are offering. The lands are described by parcel number and legal land description. Next to each parcel we have listed any stipulations that will be made a part of the lease at the time of issuance. We have also identified those parcels where the United States owns less than 100 percent interest in the oil and gas mineral rights, have pending pre-sale noncompetitive offers to lease, and are not available for noncompetitive offers to lease if they receive no bid at this sale. For your convenience, we are also including copies of the stipulations, affecting the parcels in this sale notice.

When and where will the sale take place?

- When:** The competitive sale will begin at 9:00 a.m. on Wednesday, October 22, 2003. The sale room will open one hour earlier so you can register and get your bidding number.
- Where :** We will hold the sale at the Bureau of Land Management, New Mexico State Office, 1474 Rodeo Road, Santa Fe, New Mexico 87504. The sale will be held in the second floor conference room.
- Access:** The sale room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the sale, such as sign language interpreter or material in an alternate format, contact the New Mexico State Office, Marcella Montoya at (505) 438-7537 by October 14, 2003.

How will the sale be conducted?

The sale will be conducted by oral auction. You must make your bids verbally. The winning bid is the highest verbal bid equal to or exceeding the National minimum acceptable bid.

How do I participate in the bidding process?

To participate in the bidding process, you must fill out a Bidder Registration form identifying the lessee's name and address that will be shown on the lease form and get a bidding number. We will begin registering bidders at 8:00 a.m. on the day of the sale in the Accounts Section. If you plan to bid, you must be registered before the sale begins. You must display your bid number to the auctioneer when you make a bid.

What is the sale process?

Starting at 9:00 a.m. on the day of the sale:

- The auctioneer will offer the parcels in the order they are shown in this Notice.
- All bids are on a per-acre basis for the entire acreage in the parcel;
- The winning bid is the highest oral bid
- The decision of the auctioneer is final.

The minimum bid BLM can accept is \$2 per acre. If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.51 acres requires a minimum bid of \$202 (\$2 x 101 acres).

How long will the sale last?

We begin the sale at 9:00 a.m. and it continues until all of the parcels in this Notice have been offered. The length of the sale depends on the number of parcels we are offering and the pace of the bidding. Normally, the sale is done before noon.

What conditions apply to the lease sale?

-Parcel withdrawal or sale cancellation: We reserve the right to withdraw any or all parcels before the sale begins. If we withdraw a parcel, we will post a notice in the New Mexico State Office Information Access Center (Public Room) before the day of the sale. We will announce withdrawn parcels before beginning the sale. If we cancel the sale, we will notify you as soon as possible.

-Fractional interests: If the United States owns less than 100 percent of the oil and gas mineral interest for the land in a parcel we will show that information with the parcel. When we issue the lease, it will be for the percentage or fraction of interest the United States owns. Conversely, your chargeable acreage and However, you must calculate your bonus bid and advance rental payment on the gross acreage in the parcel, not the United States net interest. For example, if a parcel contains 200 acres and the United States owns 50 percent of the oil and gas mineral interest, the minimum bonus bid will be \$400 (\$2x200 acres) and the advance annual rental will be \$300(\$1.50X200 acres) for the first 5-years and \$400(\$2X200 acres) for the remainder of the lease term. Royalty on production will be calculated on the United States net oil and gas mineral interest.

-Payment due on the day of the sale: For each parcel you are the successful high bidder, you must pay the minimum bonus bid of \$2 per acre or fraction of an acre; the first years' advance annual rental of \$1.50 per acre or fraction of an acre; and a non-refundable administrative fee of \$75. You must make this payment in our Accounts Section at the BLM office either during, or immediately following the sale.

-Remaining payments: If your bonus bid was more than \$2 per acre or fraction of an acre and you didn't pay the full amount on the day of the sale, you must pay the balance of your bonus bid by **4:00 p.m. on November 5, 2003**, which is the 10th working day following the sale. If you do not pay in full by this date, you lose the right to the lease and you will forfeit the money you paid on the day of the sale. If you forfeit a parcel, we may offer it at a later sale.

-Forms of payment: You may pay by personal check, certified check, money order, or credit card. Make checks payable to : **"Department of the Interior- BLM."** We cannot accept cash. If a check you have sent to us in the past has been returned for insufficient funds, we may ask that you give us a guaranteed payment, such as a certified check. If you pay by credit card and the transaction is refused, we will try to notify you early enough so that you can make other payment arrangements. However, we cannot grant you any extension of time to pay the money that is due the day of the sale.

Bid Form: On the day of the sale, if you are a successful bidder you must give us a properly completed and signed competitive bid form (Form 3000-2, October 1989 ,or later edition) with your payment. This form is a legally binding offer by the prospective lessee to accept a lease and all its terms and conditions. Once the form is signed, you cannot change it. ***We will not accept any bid form that has information crossed out or is otherwise altered.***

We recommend you get a copy of the bid form and complete all but the money part before the sale. You can fill out the money part at the sale. Your completed bid form certifies that :

(1) You and the prospective lessee are qualified to hold an oil and gas lease under our regulations at 43 CFR 3102.5-2; and

(2) Both of you have complied with 18 U.S. C. 1860, a law that prohibits unlawful combinations, intimidation of and collusion among bidders.

A copy of the bid form is included with this notice.

-Lease terms: A lease issued as a result of this sale will have a primary term of 10 years. It will continue beyond its primary term as long as oil or gas is produced in paying quantities on or for the benefit of the lease. Advance rental at \$1.50 per acre or fraction of an acre for the first 5 years (\$2 per acre after that) is due on or before the anniversary date each year until production begins. Once a lease is producing, you must pay a royalty of 12.5 percent of the value or the amount of production removed or sold from the lease. You will find other lease terms on our standard lease form (Form 3100-11, June 1988 or later edition, copy included).

-Stipulations: Some parcels have special requirements or restrictions which are called stipulations. These are noted with each of the parcels. Stipulations are part of the lease and supercede any inconsistent provisions of the lease form.

-Lease Issuance: After we receive the bid form and all the money due, and, if appropriate, your unit joinder information, we can issue the lease. Usually, a lease is effective the first day of the month following the month in which we sign it. If you want your lease to be effective the first day of the month in which we sign it, you must ask us in writing to do this. We have to receive your request before we sign the lease.

-Legal Land Descriptions: We prepared this Notice with land status information from our Legacy Rehost 2000 (LR2000) case recordation system. We are providing you with the following information to assist you in understanding the legal descriptions given for each parcel:

-Numbers shown after the Section are a listing of the lots in the parcel.

-Lands are described separately by lots, aliquot parts, tracts, and exceptions to survey for each section.

-LR2000 will code a 1/2 township as a 2 in the database. This 2 will appear as the last digit in the number. For example, T. 14 1/2N., will appear as T. 0142N.

-Cellular Phone Usage: You are restricted from using cellular phones in the saleroom during the oral auction. You must confine your cellular phone usage to the hallway or area outside the saleroom when the auction is taking place.

-Other Conditions of the Sale: At the time the sale begins, we will make any rules regarding sale procedures that we feel are necessary for the proper conduct of the sale.

NONCOMPETITIVE OFFERS TO LEASE

What parcels are available for noncompetitive offers to lease?

Unless stated in this notice, parcels that do not receive a bid at the competitive sale are available for noncompetitive offers to lease beginning the first business day following the day of the sale. If not withdrawn, or shown with a noncompetitive Pre-sale offer pending, these parcels are available for noncompetitive offers to lease for a period of two years following the day of the sale.

How do I file a noncompetitive offer after the sale?

If you want to file a noncompetitive offer to lease on an unsold parcel, you must give us-

-Three copies of form 3100-11, Offer to Lease and Lease for Oil and Gas properly completed and signed. **(Note: We will accept copies of the official form, including computer generated forms, that are legible and have no additions, omissions, other changes, or advertising. If you copy this form you must copy both sides on one page. If you copy the form on 2 pages or use an obsolete lease form, we will reject your offer).** You must describe the lands in your offer as specified in our regulations at 43 CFR 3110.5; and

-Your payment for the total of the \$75 filing fee and the first year's advance rental (\$1.50 per acre or fraction of an acre). Remember to round up any fractional acreage when you calculate the rental amount.

For your convenience, you may leave your noncompetitive offers for any parcel which has received no bid with the Accounts Staff. We consider all offers filed the day of the sale and the first business day after it, for any of the unsold parcels, to be filed as of 9:00 a.m. the first business day following the day of the sale. If a parcel receives more than one offer, we will hold a drawing to select the winner (see 43 CFR 1822.17). We have identified those parcels that have pending presale offers. A noncompetitive presale offer to lease has priority over any other noncompetitive offer to lease filed after the sale.

How do I file a noncompetitive presale offer?

Under our regulations at 43 CFR 3110.1(a), you may file a noncompetitive presale offer for lands that-

- Are available, and;
- Have not been under lease during the previous one-year period, or;
- Have not been included in a competitive lease sale within the previous two-year period.

If your presale offer was timely filed, was complete and we do not receive a bid for the parcel that contains the lands in your offer, it has priority over any other noncompetitive offer to lease for that parcel filed after the sale. Your presale offer to lease is your consent to the terms and conditions of the lease, including any additional stipulations. If you want to file a presale offer, follow the guidance listed above for filing a noncompetitive offer after the sale and the regulations at 43 CFR 3110.1(a).

When is the next competitive oil and gas lease sale scheduled?

We have tentatively scheduled our next competitive sale for January 21, 2004. Please send nominations for that sale by September 12, 2003.

How can I find out the results of this sale?

We will post the sale results in the New Mexico State Office Information Access Center (Public Room). You can buy (\$5) a printed copy of the results by contacting our Accounts Staff, at (505) 438-7462. The list is also available on our public internet website:

<http://www.nm.blm.gov>

May I protest BLM's Decision to offer the lands in this notice for lease?

-If you are adversely affected by our decision to offer the lands in this Notice for lease, you may protest the decision to the State Director under regulations 43 CFR 3120.1-3. You must submit your protest in writing to the State Director prior to the day of the sale. Generally, if we are unable to decide the protest before the sale, we will hold the sale while we consider the merits of your protest.

-You may review the decision to offer the lands for lease and the supporting National Environmental Policy Act documents at our New Mexico State Office Business Information Access Center. Our office hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday, except on National Holidays.

Inclement Weather Conditions

On occasion the Santa Fe area will have an abundance of snow or other weather conditions that prohibit the staff to make it to work safely at regular scheduled business hours. In the event of hazardous weather, please tune in to local television or radio stations. The Bureau of Land Management (BLM), New Mexico State Office follows the direction given to the Santa Fe, State of New Mexico Employees. If a 2-hour delay is broadcast for State Employees, BLM will also have a 2-hour delay.

The procedure for future Oil and Gas Lease Sales scheduled on a business day with a 2-hour delay or the Office is closed for Business the BLM will proceed as follows:

1. In the event of a 2-hour delay - the doors to the BLM, NMSO will remain locked until 9:30 a.m.. The Oil and Gas Lease Sale will begin at 11:00 a.m. with registration starting at 10:00 a.m., please call in the recorded information on delays at (505) 438-7400.
2. In the event that the BLM office is CLOSED for Business on the day of an Oil and Gas Lease Sale, the sale will be cancelled and rescheduled at a later date. Please call in for recorded information on closures at (505) 438-7400.

Every effort will be made to post the information on delays of Closed for Business on the main entrance exterior doors of the building.

Your safety and the safety of our BLM employees is our major concern.

Power Outages

In the event of a power outage, the office will be CLOSED.

Whom should I contact if I have a question?

For general information, please contact our Information Access Center at (505) 438-7565 or 438-7530.

/s/ Gloria S. Baca

*Gloria S. Baca
Land Law Examiner
Fluids Adjudication Team*

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. _____

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (*reverse*) offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

Name _____

Street _____

City, State, Zip Code _____

2. This application/offer/lease is for: (*Check only One*) ☐ PUBLIC DOMAIN LANDS

☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: _____ *Parcel No.: _____ *Sale Date (m/d/y): _____ / _____ / _____

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. _____ R. _____ Meridian _____ State _____ County _____

Amount remitted: Filing fee \$ _____

Rental fee \$ _____

Total acres applied for _____

Total \$ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. _____ R. _____ Meridian _____ State _____ County _____

Total acres in lease _____

Rental retained \$ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (*except helium*) in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

THE UNITED STATES OF AMERICA

☐ Noncompetitive lease (ten years)

by _____
(Signing Officer)

☐ Competitive lease (ten years)

(Title) (Date)

☐ Other _____

EFFECTIVE DATE OF LEASE _____

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 _____.

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

- (a) Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00;
- (b) Competitive lease, \$1.50; for the first 5 years; thereafter \$2.00;
- (c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

- (a) Noncompetitive lease, 12½ %;
- (b) Competitive lease, 12½ %;
- (c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports

costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**COMPETITIVE OIL AND GAS OR
GEOTHERMAL RESOURCES LEASE BID**
30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

| | | |
|---|--|----------------------------|
| State | | Date of sale |
| PARCEL NUMBER | AMOUNT OF BID (See Instructions below) | |
| | TOTAL BID | PAYMENT SUBMITTED WITH BID |
| THE BID IS FOR (Check one) : <input type="checkbox"/> Oil and Gas Parcel Number _____ <input type="checkbox"/> Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____ _____ | | |

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. (See details concerning lease qualifications on reverse.)

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

| | | | | | |
|------------------------------|-------|----------|-------------------------------|--|--|
| Print or Type Name of Lessee | | | Signature of Lessee or Bidder | | |
| Address of Lessee | | | | | |
| City | State | Zip Code | | | |

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID
(Except NPR-A)

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed (*signed*) before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR
NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in (*Name of KGRA*) or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

OFFICIAL FILE COPY

Form 3000-2 (July 1997)

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association (*including partnerships and trusts*) of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220..

This information will be used to determine the bidder submitting the highest bid.

Response to this request is required to obtain a benefit..

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20036 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.

**PLEASE FILL IN THE NAME AND ADDRESS AS IT SHOULD
APPEAR ON THE ISSUED LEASE**

NEW BIDDER REGISTRATION FORM

**BIDDER NO. _____
(Leave Blank)**

NAME: _____

TELEPHONE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

E-MAIL ADDRESS: _____

**THE LESSEE MUST BE QUALIFIED TO HOLD A FEDERAL OIL
AND GAS LEASE.**

SIGNATURE

DATE

**BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
October 22, 2003, Lease Sale Statistics by State
Parcels with and without Pre-sale Noncompetitive Priority Offers**

| STATE | PARCELS WITH PRESALE OFFER | PARCELS WITHOUT PRESALE OFFER | TOTAL PARCELS | ACRES WITH PRESALE OFFER | ACRES WITHOUT PRESALE OFFER | TOTAL ACRES |
|---------------|---|--|--------------------------|---|--|------------------------|
| NM | 26 | 95 | 121 | 39,848.86 | 140,072.33 | 179,921.19 |
| KS | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 |
| OK | 0 | 14 | 14 | 0.00 | 2,888.79 | 2,888.79 |
| TX | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 |
| TOTALS | 26 | 109 | 135 | 39,848.86 | 142,961.12 | 182,809.98 |

**U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
OCTOBER 22, 2003 OIL AND GAS LEASE SALE**

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|--|--------------|------------|--|---|---|------------------------------------|--|
| 200310001 OK KAY IM 83.33% | 27N | 04E | 22 27 | SE; NE; | 320.000 COE-SS-1A KAW LAKE | A | N |
| CORPS OF ENGINEERS KAW LAKE THIS PARCEL CONTAINS AN OUTSTANDING 1/6TH MINERAL INTEREST IN 3RD PARTY, WHICH IS A SEPARTE ROYALTY PAID BY THE LESSEE IN ADDITION TO THE 12 1/2 ROYALTY RATE PAID THE THE U.S. | | | | | | | |
| 200310002 OK BLAINE IM 100.00% | 17N | 13W | 24 | 2,3; | 35.120 ORA-1 ORA-2 ORA-LN-1 | P | N |
| 200310003 OK DEWEY IM 100.00% | 18N | 16W | 26 26 26 26 | LOT 1 (37.45 AC); ACCRETION & RIPARIAN AC; TO LOT 1 (92.52 AC); SEE EXHIBIT A FOR M&B; | 129.970 ORA-1 ORA-2 ORA-LN-1 OKNM 40784 | P | N |
| 200310004 OK ROGER MILLS IM 100.00% | 13N | 22W | 06 06 06 | 6; EXCEPT 100 FEET OF RAIL ROAD RIGHT OF WAY; | 37.570 FS1 FS3(OK)CSU1 FS3(OK)CSU2 FS3(OK)NSO1 FS3(OK)LN1 OKNM 89758 | A | N |
| BLACK KETTLE NATIONAL GRASSLANDS | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|--|--------------|-------|------|---|--|------------------------------------|--|
| 200310005 OK HARPER IM 50.00% | 25N | 22W | 19 | SEE EXHIBIT B FOR M&B; | 462.900 ARS-1 ARS-2 OKNM 68842 | A | N |
| DEPARTMENT OF AGRICULTURAL AGRICULTURAL RESEARCH SERVICE | | | | | | | |
| 200310006 OK HARPER IM 0.00% | 25N | 22W | 33 | W2E2,W2; E2E2 PT W OF PUBLIC RD; SEE EXHIBIT C FOR M&B; | 540.750 ARS-1 ARS-2 OKNM 89073 | A | N |
| DEPARTMENT OF AGRICULTURE AGRICULTURE RESEARCH SERVICE MINERAL INTEREST BREAKDOWN: SEC. 33: W2E2, NW,N2SW,SESW E2E2 PART WEST OF PUBLIC RD - 50% MINERAL INTEREST SEC. 33: SWSW - 100% MINERAL INTEREST | | | | | | | |
| 200310007 OK ROGER MILLS IM 100.00% | 15N | 24W | 25 | W2NE,SENE,SE; | 280.000 FS1 FS3(OK)CSU1 FS3(OK)CSU2 FS3(OK)LN1 OKNM 78001 OKNM 99092 | A | N |
| BLACK KETTLE NATIONAL GRASSLANDS | | | | | | | |
| 200310008 OK ROGER MILLS IM 100.00% | 15N | 24W | 26 | E2NW; | 80.000 FS1 FS3(OK)CSU1 FS3(OK)CSU2 FS3(OK)LN1 FS3(OK)NSO1 OKNM 99093 | A | N |
| BLACK KETTLE NATIONAL GRASSLANDS | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------|---|--|------------------------------------|--|
| 200310009 OK ROGER MILLS IM 100.00% | 15N | 24W | 35 | N2,N2SE; | 400.000 FS1 FS3(OK)CSU1 FS3(OK)CSU2 FS3(OK)LN1 OKNM 99097 | A | N |
| BLACK KETTLE NATIONAL GRASSLANDS | | | | | | | |
| 200310010 OK BECKHAM IM 100.00% | 10N | 25W | 28 28 28 | 1,2,5; PLUS ACCR & RIPAR AC; SEE EXHIBIT D FOR M&B; | 44.400 ORA-1 ORA-2 ORA-3 | P | N |
| 200310011 OK ROGER MILLS IM 50.00% | 13N | 25W | 03 03 | SE (LESS 1.92 ACRES; HWY R/W IN S2SE); | 158.080 FS1 FS3(OK)CSU1 FS3(OK)CSU2 FS3(OK)LN1 OKNM 87214 | A | N |
| BLACK KETTLE NATIONAL GRASSLANDS | | | | | | | |
| 200310012 OK ROGER MILLS OK 100.00% | 14N | 26W | 08 | E2NE; | 80.000 FS1 FS3(OK)CSU1 FS3(OK)CSU2 FS3(OK)LN1 OKNM 89771 | A | N |
| BLACK KETTLE NATIONAL GRASSLANDS | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|--|--|------------------------------------|--|
| 200310013 OK ROGER MILLS IM 100.00% | 14N | 26W | 09 | SW; | 160.000 FS1 FS3(OK)CSU1 FS3(OK)CSU2 FS3(OK)LN1 OKNM 89772 | A | N |
| BLACK KETTLE NATIONAL GRASSLANDS | | | | | | | |
| 200310014 OK ROGER MILLS IM 100.00% | 15N | 26W | 25 | E2SW,W2SE; | 160.000 FS1 FS3(OK)CSU1 FS3(OK)CSU2 FS3(OK)LN1 OKNM 89774 | A | N |
| BLACK KETTLE NATIONAL GRASSLANDS | | | | | | | |
| 200310015 NM GUADALUPE NMPM 100.00% | 07N | 26E | 01 02 10 11 11 12 14 15 21 21 22 22 | 1,2; SESE; SESE; NENE,S2NE,SENW,E2SW,SWSW; NESE,W2SE; SWNW; NWNE,SW; SE; 4,5; N2NE,NESE; 1,2,3,6,7,8; NE,E2NW,N2SE; | 1,557.970 NMNM 46196 NMNM 66551 | P | N |
| STIPULATIONS: SENM-S-17R SEC.01: LOTS 1,2 SEC. 11: E2SW,NESE,W2SE SEC. 12: SWNW SEC. 14: SW SEC. 22: LOTS 6,7,8,NE,N2SE SENM-S-19 SEC. 10: SESE SEC. 11: SENW SEC. 14: NWNE SEC. 21: NESE SEC. 22: N2SE SENM-S-20 SEC. 10: SESE SEC. 11: SENW SEC. 14: NWNE SEC. 21: NESE SEC. 22: N2SE | | | | | | | |
| PENDING PRESALE OFFER NO. NMNM 110770 | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|---|--|------------------------------------|--|
| 200310016 NM GUADALUPE NMPM 100.00% | 07N | 26E | 04 07 07 09 | 3; 1,2; NENE,NENW,NWSE; SW; | 399.400 SENM-S-18 - SEC. 9 NMNM 57424 <u>PENDING PRESALE OFFER NO. NMNM 110770</u> | P | N |
| 200310017 NM GUADALUPE NMPM 100.00% | 07N | 26E | 19 20 23 24 27 28 29 30 31 31 | 8; 7,8; 5-8; 5-8; N2; SWNE,NW,N2SW,NWSE; NE; 1; 2-4; S2NE,SENW,E2SW,SE; | 1,338.430 NMNM 46196 NMNM 64824 NMNM 64825 NMNM 66551 <u>PENDING PRESALE OFFER NO. NMNM 110770</u> | P | N |
| | | | | STIPULATIONS: SENM-S-17R SEC. 30: LOT 1 SEC. 31: S2NE,SENW,E2SW,SE SENM-S-18 SEC. 20: LOTS 7,8 SEC. 28: NW SEC. 29: NE SEC. 31: E2SW,SE SENM-S-20 SEC. 19: LOT 8 SEC. 28: NW | | | |
| 200310018 NM GUADALUPE NMPM 100.00% | 09N | 26E | 11 12 13 14 | ALL; SWNE,W2NW,SENW,S2; ALL; E2,E2W2,NWNW; | 2,280.000 SENM-S-17R - SECS. 11,12,13,& 14 SENM-S-25 - SECS 11&12 NMNM 70096 <u>PENDING PRESALE OFFER NO. NMNM 110166</u> | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------------|---|--|------------------------------------|--|
| 200310019 NM GUADALUPE NMPM 100.00% | 09N | 26E | 22 23 24 27 35 | NE,E2W2,W2SW,N2SE,SESE; E2NE,S2NW,S2; N2NE,NENW,W2W2; NWNE,SENE,N2NW,SW; N2,N2SW,SESW,SE; | 2,200.000 SENM-S-17R - SEC. 23, SEC.24: W2W2 SEC.27: NWNE,N2NW SENM-S-25 NMNM 23815 NMNM 63518 NMNM 70097 NMNM 70805 <u>PENDING PRESALE OFFER NO. NMNM 110166</u> | P | N |
| 200310020 NM GUADALUPE NMPM 100.00% | 09N | 26E | 28 29 32 33 34 | ALL; NE,E2NW,S2; E2SW; NENW; NE,E2NW,NWNW,S2; | 1,920.000 SENM-S-17R - SECS. 28,29, 33& 34: E2NW,NWNW,S2 SENM-S-25 NMNM 29335 NMNM 63518 <u>PENDING PRESALE OFFER NO. NMNM 110166</u> | P | N |
| 200310021 NM QUAY NMPM 100.00% | 07N | 27E | 05 08 14 18 18 19 | NESE; SW; E2NE; 3,4; E2SW; 11-13; | 448.150 SENM-S-19 - SEC. 18: LOT 4, E2SW NMNM 23819 NMNM 35533 <u>PENDING PRESALE OFFER NO. NMNM 110771</u> | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|---|---|------------------------------------|--|
| 200310022 NM QUAY NMPM 100.00% | 08N | 27E | 01 01 11 12 13 14 | 1,2,3,4; S2N2,W2SW; NE,N2NW,NWSW; W2E2,SENE,NW; N2,N2SE; NWNW,S2N2,N2S2,SWSW,SESE; | 1,938.860 SENW-S-17R NMNM 23820 NMNM 23821 <u>PENDING PRESALE OFFER NO. NMNM 110153</u> | P | N |
| 200310023 NM QUAY NMPM 100.00% | 08N | 27E | 18 19 19 21 22 23 24 28 29 31 31 | NENE; 4; SESW; NESE,W2SE; NENW,SESW; NENE; W2NW,SENW,E2SW,SE; N2NW; N2; 1,2,3; E2,E2NW; | 1,620.840 SENW-S-17R - SECS 18,21, 22: NENW,23,24,28,29 & 31: LOTS 1,2,3 NMNM 23820 NMNM 23822 NMNM 36300 <u>PENDING PRESALE OFFER NO. NMNM 110153</u> | P | N |
| 200310024 NM QUAY NMPM 100.00% | 09N | 27E | 07 07 08 09 15 17 18 18 | 3,4; SESW,NESE,S2SE; W2SW; E2SW,SWSW; W2NW,SENW,NESW; NE,W2SW,SESW,NESE,S2SE; 1,2,3,4; E2,E2W2; | 1,628.750 SENW-S-17R NMNM 84082 NMNM 84939 NMNM 84940 <u>PENDING PRESALE OFFER NO. NMNM 110167</u> | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|--|--------------|-------|------|--|---|------------------------------------|--|
| 200310025 | 09N | 27E | 19 | 1; | 2,318.410 | P | N |
| NM | | | 19 | N2NE,NENW,N2SE; | | | |
| QUAY | | | 20 | N2N2,N2S2; | | | |
| NMPM | | | 21 | SWNE,N2NW,NWSW,W2SE; | | | |
| 100.00% | | | 26 | N2,N2SW; | | | |
| | | | 27 | E2NE,NESE; | | | |
| | | | 28 | W2NE; | NMNM 29672 | | |
| | | | 31 | 3; | NMNM 67759 | | |
| | | | 31 | S2NE,SENW,E2SW,SE; | NMNM 84940 | | |
| | | | 33 | SW; | NMNM 84941 | | |
| | | | 34 | NWNE,SENE,SWSE; | NMNM 84942 | | |
| | | | 35 | E2NE,S2S2; | | | |
| <u>PENDING PRESALE OFFER NO. NMNM 110167</u> | | | | | | | |
| STIPULATIONS: SENM-S-17R SEC. 19: LOT 1, N2NE,NENW SEC. 20: N2N2 SEC. 21: SWNE SEC. 26: N2 SEC. 27: E2NE SEC. 31: SENW,E2SW,SE SEC. 33: SW SEC. 34: SENE SEC. 35: E2NE,S2S2 SENM-S-25 | | | | | | | |
| 200310026 | 07N | 28E | 12 | NENW,SE; | 200.000 | P | N |
| NM | | | | | | | |
| QUAY | | | | | SENM-S-17R | | |
| NMPM | | | | | | | |
| 100.00% | | | | | | | |
| | | | | | NMNM 23839 | | |
| <u>PENDING PRESALE OFFER NO. NMNM 110772</u> | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|--|--------------|-------|------|--|---|------------------------------------|--|
| 200310027 | 08N | 28E | 06 | 4,5,12,13; | 1,703.170 | P | N |
| NM | | | 07 | 2,3,4; | | | |
| QUAY | | | 07 | SWNE,SENW,W2SE; | | | |
| NMPM | | | 18 | 1,2,3; | | | |
| 100.00% | | | 18 | W2NE,SENW,NESW; | | | |
| | | | 19 | 3,4; | | | |
| | | | 19 | E2SW,SE; | | | |
| | | | 28 | W2W2; | NMNM 23840 | | |
| | | | 29 | NW,N2SE; | NMNM 54650 | | |
| | | | 30 | NE; | | | |
| | | | 33 | E2NE,NWNE,NENW; | | | |
| <u>PENDING PRESALE OFFER NO. NMNM 110154</u> | | | | | | | |
| STIPULATIONS: SENM-S-17R SEC. 06: LOTS 4,5,12&13 SEC. 19: E2SW SECS.28,29,30&33 SENM-S-20 SEC. 28 SENM-S-25 | | | | | | | |
| 200310028 | 11N | 28E | 01 | 1,3,4; | 2,204.910 | P | N |
| NM | | | 01 | SENE,S2NW,N2SW,SESE; | | | |
| QUAY | | | 02 | SENE,N2S2,SESW,SWSE; | SENM-S-17R - | | |
| NMPM | | | 05 | 5,6,7,8; | SEC. 01: L1,3,4,SENE | | |
| 100.00% | | | 09 | SWNW,NWSW,E2SW,SE; | SENM-S-25 | | |
| | | | 10 | NWNE,W2SW; | | | |
| | | | 11 | NWNE,NENW; | | | |
| | | | 12 | NENE,SWNE,N2NW,S2SE; | NMNM 46443 | | |
| | | | 13 | NENE,S2NW,SWSW,W2SE; | NMNM 80911 | | |
| | | | 14 | SWNE,NESW,S2SE; | NNM 80911 | | |
| | | | 15 | S2N2,N2S2; | NMNM 84086 | | |
| <u>PENDING PRESALE OFFER NO. NMNM 110181</u> | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|--|--|------------------------------------|--|
| 200310029 NM HARDING NMPM 100.00% | 17N | 28E | 11 12 13 | 1; 1,2,3,5; 1,2,3; | 992.180 | P | N |
| | 17N | 29E | 07 07 19 19 | 1,2,3,4; E2,E2W2 1,2,3; NENW; | NMNM 31711 NMNM 52573 NMNM 54145 NMNM 63275 NMNM 63276 | | |
| <u>PENDING PRESALE OFFER NO. NMNM 110776</u> | | | | | | | |
| 200310030 NM QUAY NMPM 100.00% | 07N | 29E | 04 06 06 07 07 08 11 12 14 15 17 18 | S2; 6,7; E2SW; 1,2; E2W2,W2SE,SESE; SWSW,SESE; E2SW,SWSW,SWSE; S2SE; NWNW; E2NE; E2NE,SWNE,NW; N2NE,E2NW; | 1,705.710 | P | N |
| | | | | | NMNM 23826 | | |
| <u>PENDING PRESALE OFFER NO. NMNM 110773</u> | | | | | | | |
| STIPULATIONS: SENM-S-17R SEC. 8: SWSW SEC. 11: E2SW,SWSE SEC. 12: S2SE SEC. 14: NWNW SEC. 15: E2NE SEC. 17: E2NE,SWNE,NW SEC. 18: N2NE,E2NW SENM-S-18 SEC. 04: S2 SEC. 06: E2SW SEC. 07: LOT 1, E2W2,W2SE,SESE SEC. 08: SWSW SEC. 11: E2SW SENM-S-20 SEC. 07: SESE SEC. 15: E2NE | | | | | | | |

[illegible]

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
| 200310034 | 07N | 30E | 05 | SWNE,S2NW,NWSE; | 2,239.920 | P | N |
| NM | | | 07 | 3,4; | | | |
| QUAY | | | 07 | S2NE,E2SW,SE; | | | |
| NMPM | | | 08 | SWSW; | | | |
| 100.00% | | | 10 | E2SW,SWSE; | | | |
| | | | 11 | SENE,NW,NESW,N2SE,SESE; | | | |
| | | | 12 | N2NE,SWNE,SWNW,N2SW,SWSW; | | | |
| | | | 15 | W2NE,E2NW,NWSE; | NMNM 23832 | | |
| | | | 17 | W2NW,SENE,E2SW,SE; | | | |
| | | | 18 | NE; | | | |
| | | | 20 | N2NE; | | | |
| | | | 21 | NENE,NWNW; | | | |
| PENDING PRESALE OFFER NO. NMNM 110774 | | | | | | | |
| STIPULATIONS: SENM-S-17R SEC. 07: S2NE,E2SW,SE SEC. 10: E2SW,SWSE SEC. 11: SESE,NW,NESW,N2SE,SESE SEC. 12: N2NE,SWNE,N2SW,SWSW SEC. 15: W2NE,E2NW,NWSE SEC. 17: W2NW,E2SW,SE SEC. 18: NE SEC. 20: N2NE SEC. 21: NENE,NWNW SENM-S-18 SEC. 05: NWSE | | | | | | | |
| 200310035 | 16N | 30E | 01 | 1,2,3,4; | 2,216.040 | P | N |
| NM | | | 01 | S2N2,N2SE; | | | |
| HARDING | | | 03 | 2; | | | |
| NMPM | | | 03 | NESW,NWSE; | | | |
| 100.00% | | | 04 | SWNW,E2SW,NWSW,W2SE,SESE; | | | |
| | | | 09 | E2,E2NW; | | | |
| | | | 10 | NWNE,S2NW,SW; | | | |
| | | | 11 | SENE,NESW; | NMNM 54663 | | |
| | | | 12 | SESW,SWSE; | | | |
| | | | 13 | E2NE,S2; | | | |
| | | | 15 | NENW,W2NW; | | | |
| PENDING PRESALE OFFER NO. NMNM 110778 | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
| 200310036 | 07N | 31E | 04 | 1; | 640.420 | P | N |
| NM | | | 04 | SESE; | | | |
| QUAY | | | 06 | 3,4,5,6,7; | | | |
| NMPM | | | 06 | SENW,E2SW; | | | |
| 100.00% | | | 09 | N2NE,SWNE,NENW,NESW,NWSE; | | | |
| | | | | | NMNM 80442 | | |
| | | | | | PENDING PRESALE OFFER NO. NMNM 110775 | | |
| STIPULATIONS: SENM-S-17R SEC 04: LOT 1, SESE SEC. 09: N2NE,SWNE,NENW,NESW,NWSE SENM-S-18 SEC. 06: LOTS 3-7,SENW,E2SW | | | | | | | |
| 200310037 | 08N | 31E | 01 | 4; | 2,294.350 | P | N |
| NM | | | 01 | S2SW,SWSE; | | | |
| QUAY | | | 02 | SESE; | SENM-S-17R - | | |
| NMPM | | | 03 | 1-12; | SEC. 03: LOTS 1-12; | | |
| 100.00% | | | 03 | NESW,N2SE; | SECS 04 & 05 | | |
| | | | 04 | 1-12; | SENM-S-25 | | |
| | | | 05 | 1,2,3,4,7,8,9,10; | | | |
| | | | 05 | S2; | NMNM 31571 | | |
| | | | 06 | 1,2,3,4,10,11; | NMNM 65495 | | |
| | | | 06 | S2SE; | | | |
| | | | 07 | 1-3; | | | |
| | | | 07 | NENE,E2NW,NESW,NWSE; | | | |
| | | | 08 | W2NE,NENW; | PENDING PRESALE OFFER NO. NMNM 110157 | | |
| 200310038 | 15N | 31E | 09 | N2NW,SWNW,NWSW; | 160.000 | P | N |
| NM | | | | | | | |
| HARDING | | | | | | | |
| NMPM | | | | | | | |
| 100.00% | | | | | | | |
| | | | | | NMNM 69687 | | |
| | | | | | PENDING PRESALE OFFER NO. NMNM 110603 | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
| 200310039 | 08N | 32E | 01 | S2S2; | 1,977.580 | P | N |
| NM | | | 03 | 3; | | | |
| QUAY | | | 04 | 7,12; | SENM-S-17R - SECS. 13&24 | | |
| NMPM | | | 05 | SWSE; | SENM-S-20:SEC.07:NENW | | |
| 100.00% | | | 06 | 5,6,11; | SEC.12:SW | | |
| | | | 06 | E2SW,SWSE; | SEC.23:SWSW | | |
| | | | 07 | 1,4; | SENM-S-25 | | |
| | | | 07 | NENW,SESW; | | | |
| | | | 08 | W2NE,SENE,SE; | | | |
| | | | 09 | NESW,W2SW; | | | |
| | | | 12 | NENW,SW; | | | |
| | | | 13 | E2SE; | | | |
| | | | 17 | SWNE,SESW,W2SE; | PENDING PRESALE OFFER NO. NMNM 110158 | | |
| | | | 19 | SESE; | | | |
| | | | 20 | NW,NWSE; | | | |
| | | | 23 | SWNE,SWSW; | | | |
| | | | 24 | W2NE,SENW; | | | |
| PRIOR LEASE NOS.: NMNM 30006A NMNM 31900 NMNM 37535 NMNM 56641 NMNM 86432 | | | | | | | |
| 200310040 | 08N | 32E | 25 | NE,NWNW,SENW,NESE; | 1,961.290 | P | N |
| NM | | | 26 | NWNW,S2N2,SW; | | | |
| QUAY | | | 27 | E2NE,SWNW,SE; | | | |
| NMPM | | | 31 | 3,4; | | | |
| 100.00% | | | 31 | SESW,SWSE; | | | |
| | | | 34 | NE,E2W2,SWNW,NWSW; | | | |
| | | | 35 | N2,N2S2; | | | |
| NMNM 31900 NMNM 34181 NMNM 56641 NMNM 59647 PENDING PRESALE OFFER NO. NMNM 110158 | | | | | | | |
| STIPULATIONS: SENM-S-17R SEC. 25 SEC. 26: S2N2,SW SEC. 27: SE SEC. 31: SESW,SWSE SEC. 34: NE,E2W2 SEC. 35 SENM-S-25 | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------------|--|--|------------------------------------|--|
| 200310041 NM QUAY NMPM 100.00% | 09N | 35E | 30 30 31 | 1,2,4; E2NW; S2NE,SE; | 436.600 SENM-S-17R - SEC. 31 SENM-S-18 - SEC. 30; LOT 2, E2NW NMNM 61895 NMNM 92213 | P | N |
| 200310042 NM CATRON NMPM 100.00% | 02N | 14W | 01 01 11 12 | 1,2,3,4; S2N2,S2; ALL; ALL; | 1,921.340 NMNM 56672 NMNM 70140 | P | N |
| 200310043 NM CATRON NMPM 100.00% | 02N | 14W | 03 03 04 04 10 | 1,2,3,4; S2N2,S2; 1,2,3,4; S2N2,S2; ALL; | 1,920.560 NMNM 61944 | N | N |
| 200310044 NM CATRON NMPM 100.00% | 02N | 14W | 05 05 06 06 07 07 | 1,2,3,4; S2N2,S2; 1,2,3,4,5,6,7; S2NE,SENW,E2SW,SE; 1,2,3,4; E2,E2W2; | 1,916.790 | P | N |
| 200310045 NM CATRON NMPM 100.00% | 02N | 14W | 08 09 | ALL; ALL; | 1,280.000 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------------|--|---|------------------------------------|--|
| 200310046 NM CATRON NMPM 100.00% | 02N | 14W | 13 14 23 24 | ALL; ALL; ALL; ALL; | 2,560.000 NMNM 64854 | P | N |
| 200310047 NM CATRON NMPM 100.00% | 02N | 14W | 15 21 22 | ALL; E2,E2W2; ALL; | 1,760.000 NMNM 70139 | P | N |
| 200310048 NM CATRON NMPM 100.00% | 02N | 14W | 17 18 18 19 19 20 | ALL; 1,2,3,4; E2,E2W2; 1,2,3,4; E2,E2W2; W2E2,W2; | 2,404.440 NMNM 56672 NMNM 66144 NMNM 70138 NMNM 70139 | P | N |
| 200310049 NM CATRON NMPM 100.00% | 02N | 14W | 25 26 35 | ALL; ALL; ALL; | 1,920.000 NMNM 42743 NMNM 62765 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|--|--|------------------------------------|--|
| 200310050 NM CATRON NMPM 100.00% | 02N | 14W | 27 28 33 34 | ALL; ALL; W2; ALL; | 2,240.000 NMNM 62765 NMNM 70138 | P | N |
| 200310051 NM CATRON NMPM 100.00% | 02N | 14W | 29 30 30 31 31 | ALL; 1,2,3,4; E2,E2W2; 1,2,3,4; NE,E2W2,N2SE; | 1,855.060 SRA-3:SEC.31:LOTS 2,3,4 NMNM 62765 NMNM 66144 NMNM 70138 | P | N |
| 200310052 NM CATRON NMPM 100.00% | 03N | 14W | 04 04 09 10 12 | 1,2; S2NE; N2,W2SW,NESE; W2; ALL; | 1,559.990 NM-6 NMNM 51889 NMNM 71514 | P | N |
| 200310053 NM CATRON NMPM 100.00% | 03N | 14W | 05 05 06 06 07 07 08 | 1,2,3,4; SWNE,S2NW,SW,W2SE; 1,2,3,4,5,7; S2NE,SENW,SESW,SE; 1,2,3,4; NWNE,NENW,E2SW,SE; NESE,S2S2; | 1,744.030 NM-6 NMNM 34607 NMNM 51889 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------|--|---|------------------------------------|--|
| 200310054 NM CATRON NMPM 100.00% | 03N | 14W | 13 14 24 | ALL; ALL; ALL; | 1,920.000 NM-6 NMNM 34607 NMNM 51889 | P | N |
| 200310055 NM CATRON NMPM 100.00% | 03N | 14W | 15 19 19 21 | E2; 3,4; E2SW,SE; E2; | 957.560 NM-6 NMNM 51889 NMNM 75774 | P | N |
| 200310056 NM CATRON NMPM 100.00% | 03N | 14W | 25 26 | ALL; ALL; | 1,280.000 NM-6 NMNM 52472 | P | N |
| 200310057 NM CATRON NMPM 100.00% | 03N | 14W | 27 28 33 34 | ALL; E2; ALL; ALL; | 2,240.000 NM-6 NMNM 37566 NMNM 52472 NMNM 75774 | P | N |
| 200310058 NM CATRON NMPM 100.00% | 03N | 14W | 29 30 30 31 31 | ALL; 1,2,3,4; E2,E2W2; 1,2,3,4; E2,E2W2; | 1,911.060 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
| 200310059 | 04N | 14W | 04 | 1-12; | 2,543.130 | P | N |
| NM | | | 04 | N2S2,S2SW,SWSE; | | | |
| CIBOLA/CATRON | | | 06 | 1-13; | NM-6: SEC.18:E2 | | |
| NMPM | | | 06 | E2SW,SE; | | | |
| 100.00% | | | 08 | ALL; | | | |
| | | | 18 | 1,2,3,4; | | | |
| | | | 18 | E2,E2W2; | | | |
| | | | | | NMNM 42744 | | |
| | | | | | NMNM 51890 | | |
| CATRON COUNTY - 630.10 ACRES - SEC 18 CIBOLA COUNTY - 1913.03 ACRES | | | | | | | |
| 200310060 | 04N | 14W | 10 | ALL; | 1,440.000 | P | N |
| NM | | | 12 | SW; | | | |
| CIBOLA/CATRON | | | 14 | ALL; | | | |
| NMPM | | | | | | | |
| 100.00% | | | | | | | |
| CIBOLA COUNTY - SECS 10 & 12 - 800.00 ACRES CATRON COUNTY - SEC. 14 - 640.00 ACRES | | | | | | | |
| 200310061 | 04N | 14W | 20 | W2NE,NW,S2; | 2,480.000 | P | N |
| NM | | | 22 | ALL; | | | |
| CATRON | | | 24 | ALL; | NM-6: SEC.20:W2NE,NW,S2 | | |
| NMPM | | | 34 | ALL; | | | |
| 100.00% | | | | | | | |
| | | | | | NMNM 51454 | | |
| | | | | | NMNM 51890 | | |
| 200310062 | 04N | 14W | 28 | ALL; | 2,545.460 | P | N |
| NM | | | 29 | ALL; | | | |
| CATRON | | | 30 | 1,2,3,4; | NM-6 | | |
| NMPM | | | 30 | E2SE; | | | |
| 100.00% | | | 31 | 3,4; | | | |
| | | | 31 | S2NE,E2SW,SE; | | | |
| | | | 33 | ALL; | | | |
| | | | | | NMNM 42744 | | |
| | | | | | NMNM 51890 | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|------------|---|--|---|------------------------------------|--|
| 200310063 NM CATRON NMPM 100.00% | 02N | 15W | 01 01 11 12 | 1-4; S2N2,S2; ALL; ALL; | 1,918.560 NMNM 64855 | P | N |
| 200310064 NM CATRON NMPM 100.00% | 02N | 15W | 03 03 04 04 | 1-3; NWNE,S2N2,S2; 1-4; S2N2,S2; | 1,282.840 SRA-1:SEC.03:SWSW SEC.04: S2SE,SESW | P | N |
| 200310065 NM CATRON NMPM 100.00% | 02N | 15W | 05 05 06 06 07 07 08 | 1,4; S2N2,S2; 5-7; SENW,E2SW,SE; 1-4; E2W2; ALL; | 1,916.350 SRA-1:SEC.07:LOT 4,E2SW SEC.08:ALL NMNM 63588 | P | N |
| 200310066 NM CATRON NMPM 100.00% | 02N | 15W | 09 | ALL; | 640.000 SRA-1 | P | N |
| 200310067 NM CATRON NMPM 100.00% | 02N | 15W | 15 22 | N2NE,SWNE,W2,NWSE; NENW,W2W2; | 680.000 NMNM 63588 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------|--|--|------------------------------------|--|
| 200310068 NM CATRON NMPM 100.00% | 02N | 15W | 18 18 19 | 1-3; E2,E2W2,NWSW; W2E2; | 1,119.740 SRA-1 NMNM 58728 | P | N |
| 200310069 NM CATRON NMPM 100.00% | 02N | 15W | 27 | W2E2,W2; | 480.000 NMNM 63588 | P | N |
| 200310070 NM CATRON NMPM 100.00% | 02N | 15W | 29 30 30 | N2; 2; SENW; | 400.530 SRA-1:SEC.30:LOT 2, SENW | P | N |
| 200310071 NM CATRON NMPM 100.00% | 03N | 15W | 09 10 | ALL; S2; | 960.000 SRA-3:SEC.10:S2 NMNM 51018 | P | N |
| 200310072 NM CATRON NMPM 100.00% | 03N | 15W | 13 14 23 24 | SW; W2NE,W2,SE; ALL; ALL; | 2,000.000 NMNM 51018 NMNM 51458 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------|--|---|------------------------------------|--|
| 200310073 NM CATRON NMPM 100.00% | 03N | 15W | 15 21 22 | ALL; ALL; ALL; | 1,920.000 SRA-3:SEC.15:N2,S2SW SEC.21:E2 SEC.22:W2 NMNM 51018 NMNM 51457 | P | N |
| 200310074 NM CATRON NMPM 100.00% | 03N | 15W | 18 18 19 19 20 | 1-4; E2,E2W2; 1-4; E2,E2W2; ALL; | 1,905.600 SRA-3:SEC.19:SENE,E2SE SEC.20:SWNE,S2NW,SW,E2SE NMNM 70145 | P | N |
| 200310075 NM CATRON NMPM 100.00% | 03N | 15W | 25 26 35 | ALL; ALL; ALL; | 1,920.000 NMNM 51458 NMNM 70144 | P | N |
| 200310076 NM CATRON NMPM 100.00% | 03N | 15W | 27 28 33 34 | N2N2,SWNW,NWSW,S2SE; ALL; ALL; ALL; | 2,240.000 NMNM 51457 NMNM 70144 | P | N |
| 200310077 NM CATRON NMPM 100.00% | 03N | 15W | 29 30 30 31 31 | ALL; 1-4; E2,E2W2; 1-4; E2,E2W2; | 1,911.340 SRA-3:SEC.29: NWNE,N2NW SEC.30: NENE NMNM 51455 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------|--|---|------------------------------------|--|
| 200310078 NM CIBOLA NMPM 100.00% | 04N | 15W | 04 04 09 10 | 5-12; S2; ALL; ALL; | 1,920.000 NM-6 | P | N |
| 200310079 NM CIBOLA NMPM 100.00% | 04N | 15W | 05 05 07 07 08 | 1-12; S2; 1-4; E2,E2W2; ALL; | 1,953.070 NM-6 | P | N |
| 200310080 NM CIBOLA NMPM 100.00% | 04N | 15W | 06 06 | 1-14; E2SW,SE; | 674.740 NM-6 | P | N |
| 200310081 NM CIBOLA NMPM 100.00% | 04N | 15W | 12 | ALL; | 640.000 | P | N |
| 200310082 NM CATRON NMPM 100.00% | 04N | 15W | 14 21 22 24 | ALL; W2SW; ALL; ALL; | 2,000.000 NM-6 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------------|--|--|------------------------------------|--|
| 200310083 NM CATRON NMPM 100.00% | 04N | 15W | 17 18 18 19 19 20 | ALL; 1-4; E2,E2W2; 1-4; E2,E2W2; ALL; | 2,539.540 NM-6:SEC.17: ALL SEC.20: ALL NMNM 50335 | P | N |
| 200310084 NM CATRON NMPM 100.00% | 04N | 15W | 25 26 35 | ALL; ALL; ALL; | 1,920.000 NM-6 | P | N |
| 200310085 NM CATRON NMPM 100.00% | 04N | 15W | 27 28 33 34 | ALL; ALL; ALL; N2,E2SW,SE; | 2,480.000 NM-6: SEC.27: ALL | P | N |
| 200310086 NM CATRON NMPM 100.00% | 04N | 15W | 29 30 30 31 31 | ALL; 1-4; W2NE,E2W2,SE; 1-4; E2,E2W2; | 1,821.720 NMNM 50335 | P | N |
| 200310087 NM CATRON NMPM 100.00% | 02N | 16W | 01 01 11 12 | 1,2,3,4; S2N2,S2; ALL; ALL; | 1,920.800 NMNM 51463 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|---|---|------------------------------------|--|
| 200310088 NM CATRON NMPM 100.00% | 02N | 16W | 03 03 04 04 09 10 | 1,2,3,4; S2N2,SW,NWSE,S2SE; 1,2,3,4; S2N2,S2; ALL; ALL; | 2,522.620 NMNM 51462 NMNM 51463 | P | N |
| 200310089 NM CATRON NMPM 100.00% | 02N | 16W | 05 05 06 06 07 07 08 | 1,2,3,4; S2N2,S2; 1,2,3,4,5,6,7; S2NE,SE,SW,E2SW,SE; 1,2,3,4; E2,E2W2; ALL; | 2,551.050 NMNM 51019 | P | N |
| 200310090 NM CATRON NMPM 100.00% | 02N | 16W | 13 14 23 24 | NE,N2NW,S2; NENE,W2E2,W2,SESE; ALL; ALL; | 2,400.000 SRA-1 | P | N |
| 200310091 NM CATRON NMPM 100.00% | 02N | 16W | 15 21 22 | ALL; ALL; ALL; | 1,920.000 NMNM 80925 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------------|---|---|------------------------------------|--|
| 200310092 NM CATRON NMPM 100.00% | 02N | 16W | 17 18 18 19 19 20 | ALL; 1,2,3,4; E2,E2W2; 2,3,4; NENE,SENW,SESW,S2SE; N2,SE; | 2,076.960 NMNM 51019 NMNM 80925 | P | N |
| 200310093 NM CATRON NMPM 100.00% | 02N | 16W | 25 26 35 | ALL; ALL; ALL; | 1,920.000 SRA-1 NMNM 66399 | P | N |
| 200310094 NM CATRON NMPM 100.00% | 02N | 16W | 27 28 33 34 | ALL; S2NE,SESW,NESE; W2NE,W2NW,NWSW,SESW,SWSE; N2,N2SW,SESW; | 1,520.000 NMNM 63591 NMNM 66399 | P | N |
| 200310095 NM CATRON NMPM 100.00% | 02N | 16W | 29 30 30 31 31 32 | NENE,W2E2,NENW,NWSW,SESE; 1,2,3,4; W2E2,E2W2,E2SE; 1,2,3,4; E2,E2W2; NESE; | 1,568.440 NMNM 63591 | P | N |
| 200310096 NM CATRON NMPM 100.00% | 03N | 16W | 01 | SWSW; | 40.000 NMNM 43455 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|--|--|------------------------------------|--|
| 200310097 NM CATRON NMPM 100.00% | 03N | 16W | 04 04 04 | 1,2,3,4; S2N2,S2; ALL; | 1,278.720 NMNM 43455 | P | N |
| 200310098 NM CATRON NMPM 100.00% | 03N | 16W | 05 05 06 06 07 07 08 | 1,2,3,4; S2N2,S2; 1,2,3,4,5,6,7; S2NE,SENW,E2SW,SE; 1,2,3,4; E2,E2W2; ALL; | 2,520.300 NMNM 43455 | P | N |
| 200310099 NM CATRON NMPM 100.00% | 03N | 16W | 13 14 23 24 | ALL; ALL; ALL; ALL; | 2,560.000 SRA-3:SEC.23: W2E2,W2 NMNM 43455 | P | N |
| 200310100 NM CATRON NMPM 100.00% | 03N | 16W | 15 21 22 | ALL; NW,S2; ALL; | 1,760.000 SRA-3:SEC.22: E2E2 NMNM 38595 | P | N |
| 200310101 NM CATRON NMPM 100.00% | 03N | 16W | 17 18 18 19 19 20 | ALL; 3,4; E2,E2SW; 1,2,3,4; E2,E2W2; ALL; | 2,384.320 NMNM 43455 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------------|---|---|------------------------------------|--|
| 200310102 NM CATRON NMPM 100.00% | 03N | 16W | 25 26 35 | ALL; ALL; ALL; | 1,920.000 SRA-3:SEC.26:NWNE,N2NW NMNM 51464 | P | N |
| 200310103 NM CATRON NMPM 100.00% | 03N | 16W | 27 28 33 34 | ALL; ALL; ALL; ALL; | 2,560.000 NMNM 51464 | P | N |
| 200310104 NM CATRON NMPM 100.00% | 03N | 16W | 29 30 30 31 31 | ALL; 1,2,3,4; E2,E2W2; 1,2,3,4; E2,E2W2; | 1,905.600 NMNM 52475 | P | N |
| 200310105 NM CIBOLA NMPM 100.00% | 04N | 16W | 01 01 11 12 | 1,2,3,4,5,6,7,8,9,10,11; S2; ALL; ALL; | 1,924.340 NM-6 NMNM 50336 | P | N |
| 200310106 NM CIBOLA NMPM 100.00% | 04N | 16W | 03 03 04 04 09 10 | 1,2,7,8,9,10,11; E2SW,SWSW,SE; 1,2,7,8,9,10,11,12; S2; W2NW,SW,S2SE; E2,NW,S2SW; | 1,968.730 NMNM 30986 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------|--|---|------------------------------------|--|
| 200310107 NM CIBOLA NMPM 100.00% | 04N | 16W | 06 06 07 08 | 1,2,3,6,7,8,9,10,11; E2SW,N2SE,SWSE; W2E2; NENE; | 677.510 NMNM 50336 | P | N |
| 200310108 NM CATRON NMPM 100.00% | 04N | 16W | 13 14 23 24 | ALL; ALL; ALL; ALL; | 2,560.000 NMNM 50336 | P | N |
| 200310109 NM CATRON NMPM 100.00% | 04N | 16W | 15 21 22 | ALL; E2; ALL; | 1,600.000 NMNM 30987 | P | N |
| 200310110 NM CATRON NMPM 100.00% | 04N | 16W | 18 18 27 31 31 | 2,3,4; NWNE,S2NE,E2NW,NESW,N2SE; N2,E2SW,NWSW,W2SE,SESE; 1,2,3,4; E2,E2W2; | 1,606.370 SRA-3:SEC.31: LOTS 1-4, W2E2,E2W2 NMNM 30987 | P | N |
| 200310111 NM CATRON NMPM 100.00% | 04N | 16W | 25 26 35 | ALL; N2,N2SW,SESW,SE; ALL; | 1,880.000 NMNM 50336 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------|--|--|------------------------------------|--|
| 200310112 NM CHAVES NMPM 100.00% | 14S | 23E | 12 13 25 | E2,NENW,S2NW,SW; N2,W2SW; ALL; | 1,640.000 SENM-LN-1 SENM-S-18 - SEC 13: W2SW SENM-S-21 SENM-S-25 NMNM 62155 NMNM 62886 NMNM 68071 NMNM 69563 | P | N |
| 200310113 NM EDDY NMPM 100.00% | 17S | 23E | 01 01 | 1,2,3,4; S2N2,SE; | 481.280 NMNM 90495 | P | N |
| 200310114 NM EDDY NMPM 100.00% | 23S | 23E | 13 23 24 | ALL; ALL; ALL; | 1,920.000 NMNM 55885 NMNM 76924 NMNM 81213 NMNM 83546 | P | N |
| STIPULATIONS: SENM-LN-1 SENM-S-18 SEC. 13: S2S2,N2SW,NWSE SEC. 23: N2NE,NWSWNE,NENW,SENWNW, S2NW,NESW,SWSW SEC. 24: N2N2N2,SENE | | | | | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------------------------|--|--|------------------------------------|--|
| 200310115 NM CHAVES NMPM 100.00% | 14S | 24E | 07 07 18 18 19 19 | 1,2,3,4; E2W2; 1,2,3,4; E2W2; 1,2; E2NW; | 792.240 SENM-LN-1 SENM-S-18 - SEC.18 E2W2, SEC. 19: LOTS 1,2,E2NW SENM-S-21 SENM-S-25 NMNM 83036 | P | N |
| 200310116 NM EDDY NMPM 100.00% | 16S | 24E | 14 15 24 25 | SW; SE; NW,SE; E2; | 960.000 NMNM 89900 | P | N |
| | | | | STIPULATIONS: SENM-LN-3 SENM-S-18 SEC. 15: NWNese,E2NWSE, SWNWSE,NWSWSE SEC. 24: SESENW | | | |
| 200310117 NM EDDY NMPM 100.00% | 17S | 24E | 21 | NENW; | 40.000 SENM-LN-3 NMNM 90503 | P | N |
| 200310118 NM EDDY NMPM 100.00% | 18S | 24E | 02 | S2SW; | 80.000 SENM-LN-3 NMNM 90504 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------------|--|---|------------------------------------|--|
| 200310119 NM CHAVES NMPM 100.00% | 07S | 25E | 31 | SE; | 160.000 NMNM 68779 | P | N |
| 200310120 NM CHAVES NMPM 100.00% | 08S | 25E | 05 06 07 | ALL; E2; E2; | 1,280.000 SENM-LN-1 SENM-S-19 - SEC. 5 NMNM 71741 | P | N |
| 200310121 NM EDDY NMPM 100.00% | 16S | 25E | 30 | 4; | 40.120 SENM-LN-3 NMNM 90571 | P | N |
| 200310122 NM EDDY NMPM 100.00% | 21S | 25E | 03 | 3,4,5,6,11,12,13,14; | 297.690 BOR(MLS) SENM-S-21 SENM-S-25 NMNM 58145 NMNM 61331 | P | N |
| | | | | BUREAU OF RECLAMATION BRANTLEY DAM | | | |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|----------|---|---|------------------------------------|--|
| 200310123 NM CHAVES NMPM 100.00% | 11S | 26E | 15 22 | S2N2,S2; ALL; | 1,120.000 SENM-LN-1 SENM-S-17R - SECS. 15&22 SENM-S-18 - SEC. 15 SENM-S-21 SENM-S-25 NMNM 69155 NMNM 70316 NMNM 76967 NMNM 88108 | P | N |
| 200310124 NM CHAVES NMPM 100.00% | 12S | 26E | 03 | S2NE,SENW,E2SW,SWSW,SE; | 400.000 NMNM 69156 NMNM 70879 | P | N |
| | | | | STIPULATIONS: SENM-LN-1 SENM-S-17R - SEC. 03 SENM-S-18 - SEC. 03 SENM-S-19 - SEC. 03 SENM-S-20 - SEC. 03 SENM-S-21 SENM-S-25 SENM-S-26 - SEC. 03: SENW,E2SW,SWSW | | | |
| 200310125 NM CHAVES NMPM 100.00% | 15S | 27E | 21 | NESE; | 40.000 NMNM 90881 | P | N |
| 200310126 NM EDDY NMPM 100.00% | 18S | 27E | 13 | NESW; | 40.000 SENM-LN-1 SENM-S-18- SEC. 13: NWNWNESW NMLC 061572 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|---|---|------------------------------------|--|
| 200310127 NM EDDY NMPM 100.00% | 21S | 27E | 34 | S2SE; | 80.000 SENM-S-25 NMNM 85006 | P | N |
| 200310128 NM EDDY NMPM 100.00% | 24S | 27E | 25 | E2; | 320.000 NMNM 86114 | P | N |
| 200310129 NM ROOSEVELT NMPM 100.00% | 02S | 29E | 07 08 33 | NESE,S2SE; E2NE; SE; | 360.000 SENM-S-19 - SEC. 8 NMNM 54859 NMNM 62909 NMNM 70890 NMNM 89105 | P | N |
| 200310130 NM CHAVES NMPM 100.00% | 03S | 29E | 02 03 03 11 12 13 15 | SW; 3,4; S2NW,SE; N2; NW,S2SE; N2,SE; NW; | 1,679.780 SENM-S-19 - SEC. 11 SENM-S-20 - SEC. 3: S2NW, SEC.13: N2 NMNM 24156 NMNM 42144 NMNM 63732 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|--|---|---|------------------------------------|--|
| 200310131 NM CHAVES NMPM 100.00% | 03S | 29E | 04 04 05 06 06 07 07 08 09 17 18 18 | 1-4; S2N2,SE; SE; 1,2; S2NE; 3,4; E2SW; NW; NE; NE; 3,4; E2SW; | 1,595.410 NMNM 42144 NMNM 63732 NMNM 82883 | P | N |
| STIPULATIONS: SENM-S-19 SEC. 07: E2SW SEC. 18: LOTS 3,4 SENM-S-20 SEC. 04: SE SECS.5,8,9 & 17 | | | | | | | |
| 200310132 NM EDDY NMPM 100.00% | 23S | 29E | 10 15 | E2; E2,E2NW,SWNW,SW; | 920.000 SENM-S-1 SENM-S-17 SENM-S-18: SEC.10:NWNWSE, SEC.15: E2NENW,SWNW SENM-S-30: SEC.10: E2, SEC. 15: E2 NMNM 66423 | P | N |
| 200310133 NM EDDY NMPM 100.00% | 17S | 30E | 04 | SWSW; | 40.000 SENM-S-22 NMNM 53377 | P | N |

| PARCEL STATE COUNTY MERIDIAN U.S.INTEREST | TOWN SHIP | RANGE | SEC. | SUBDIVISION (A NUMERIC W/O A PREFIX IS A LOT) | ACRES STIPULATIONS NAME OLD SERIAL NO. | ACQUIRED OR PUBLIC DOMAIN | FUTURE INTEREST (YES/NO) REV DATE |
|---|--------------|-------|------|--|---|------------------------------------|--|
| 200310134 NM LEA NMPM 100.00% | 23S | 33E | 29 | SWSE; | 40.000 NMNM 82929 | P | N |
| 200310135 NM LEA NMPM 100.00% | 26S | 33E | 30 | N2NE,NENW; | 120.000 NMNM 27505 | P | N |

**LOT 1 (37.45 ACRES) AND THE
METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 1, SECTION 26, T 18 N – R 16 W
LOCATED ALONG THE CANADIAN RIVER,
DEWEY COUNTY, OKLAHOMA**

BEGINNING at the ancient meander corner of the ancient left bank between Sections 23 and 26, T 18 N – R 16 W, Dewey County, Oklahoma;

THENCE along the adjusted ancient left bank South 29°56'43" East a distance of 1523.43 feet to the Southeast corner of said Lot 1;

THENCE South 62°20'30" West a distance of 2039.11 feet to a proportional point on the 2003 left bank;

THENCE South 18°09'26" West a distance of 87.80 feet to a point on the 2003 medial line;

THENCE along the 2003 medial line the following courses and distances:

North 71°50'37" West a distance of 40.38 feet;
North 60°14'09" West a distance of 314.43 feet;
North 58°55'27" West a distance of 503.47 feet;
North 43°57'49" West a distance of 124.98 feet;
North 59°04'48" West a distance of 289.28 feet;
North 44°18'01" West a distance of 115.92 feet;
North 18°10'53" West a distance of 77.33 feet;
North 35°13'49" West a distance of 264.82 feet;
North 44°48'37" West a distance of 129.95 feet to a point;

THENCE North 45°11'22" East a distance of 134.20 feet to a proportional point on the 2003 left bank;

THENCE North 64°67'32" East a distance of 2654.03 feet to the **POINT OF BEGINNING**, and containing 92.52 acres of land more or less.

Total in Lot 1 is 129.97 acres of land more or less.

**T 25 N – R 22 W, Harper County, OK
(Agricultural Research Service)**

A part of Section 19, T 25 N, R 22 W, of the Indian Meridian, Harper County, Oklahoma, more particularly described as follows:

**BEGINNING at the Northwest Corner of said Section 19;
Thence South 89°35' 33" East along the North line of said Section 19, a
distance of 5,175.38 feet to the Northeast Corner of said Section 19;**

**THENCE South 0°24' 24" East along the East line of said Section 19, a
distance of 5, 358.46 feet to the Southeast Corner of said Section 19;**

**THENCE South 89° 58' 16" West along the South line of said Section 19,
a distance of 2,322.62 feet to an intersection with the Northwesterly
Right-of-Way line of Highway 183;**

**THENCE North 29° 16' 00" West along the Northwesterly Right-of-Way
line of said Highway 183, a distance of 5,917.35 feet to an intersection
with the West line of said Section 19;**

**THENCE North 0° 19' 00" East along the West line of said Section 19, a
distance of 234.00 feet to the POINT OR PLACE OF BEGINNING,
containing 462.90 acres, more or less.**

50% Mineral Interest

**T 25 N – R 22 W, Harper County, Oklahoma
(Agricultural Research Service)**

All that portion of land lying West of public road in the E2E2 of Section 33 described as follows:

BEGINNING at a point 1,066 feet West of the southeast corner of Section 33, T. 25 N. R. 22 W., Harper County, Oklahoma.

THENCE North 07° 40' 54" E., 1,700 feet to a point;

THENCE North 02° 37' 33" E., 3,399.39 feet to a point;

THENCE North 04° 18' 39" E., 200.00 feet to a point on the North line of said Section 33, said point being 668 feet West of the Northeast corner of said Section 33;

THENCE North 90° 00' 00" West, 652.00 feet to the Northwest corner of the East half of the Northeast quarter of said section 33;

THENCE South 00° 00' 00" East, 5,280.00 feet to the Southwest corner of the East Half of the Southeast quarter of said Section 33;

THENCE North 90° 00' 00" East, 254 feet to the POINT OF BEGINNING and containing 60.75 acres of land more or less.

50% Mineral Interest

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 1, SECTION 28, T10N – R25W,
LOCATED ALONG THE NORTH FORK OF THE RED RIVER,
BECKHAM COUNTY, Oklahoma**

BEGINNING at the Southeast corner of said Lot 1, said point being the ancient meander corner on the ancient left bank between Sections 27 and 28, said point also being South 00°00'00" East a distance of 598.37 feet from an Iron Rod with cap at the East Quarter corner of Section 28, T10N – R25W, Beckham County, Oklahoma;

THENCE South 16°34'38" East a distance of 894.16 feet to a proportional point on the 2003 left bank;

THENCE South 43°00'08" East a distance of 66.16 feet to a point on the 2003 medial line;

THENCE along the 2003 medial line the following courses and distances:

South 46°59'49" West a distance of 191.47 feet;
South 48°10'58" West a distance of 142.05 feet;
South 58°04'43" West a distance of 226.63 feet;
South 79°11'30" West a distance of 243.91 feet;
South 86°10'03" West a distance of 140.46 feet;
South 79°38'10" West a distance of 176.69 feet;
South 81°39'35" West a distance of 416.55 feet;
South 82°40'24" West a distance of 33.27 feet to a point;

THENCE North 07°19'35" West a distance of 56.74 feet to a proportional point on the 2003 left bank;

THENCE North 06°47'15" West a distance of 1477.00 feet to the Southwest corner of said Lot 1;

THENCE along the adjusted ancient left bank the following courses and distances:

North 88°12'55" East a distance of 777.14 feet;
South 75°00'39" East a distance of 560.75 feet to the
POINT OF BEGINNING, and containing 43.99 acres of land more or less.

Total with Lot 1 of Section 28 is 58.99 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 2, SECTION 28, T10N – R25W
LOCATED ALONG THE NORTH FORK OF THE RED RIVER
BECKHAM COUNTY, Oklahoma**

BEGINNING at the Southwest corner of Lot 2, said point being North 89°54'07" West a distance of 2636.16 feet and South 00°00'54" East a distance of 604.78 feet from an Iron Rod with cap at the East Quarter corner of Section 28, said point also being South 00°00'54" East a distance of 3249 feet from an Iron Rod with cap at the North Quarter corner of Section 28, T10N – R25W, Beckham County, Oklahoma;

THENCE along the adjusted ancient left bank the following courses and distances

North 83°27'04" East a distance of 982.31 feet;
North 88°12'55" East a distance of 342.53 feet to the
Southeast corner of said Lot 2;

THENCE South 06°47'15" East a distance of 1477.00 feet to a proportional point on the 2003 left bank;

THENCE South 07°19'35" East a distance of 56.74 feet to a point on the 2003 medial line;

THENCE along the 2003 medial line the following courses and distances:

South 82°40'24" West a distance of 221.65 feet;
North 86°33'54" West a distance of 302.38 feet;
North 79°44' 34" West a distance of 341.58 feet;
North 86°17'13" West a distance of 94.90 feet;
North 82°52'41" West a distance of 360.29 feet;
North 85°49'11" West a distance of 123.72 feet;
North 67°40'09" West a distance of 118.23 feet to a point;

THENCE North 22°19'50" East a distance of 54.91 feet to a proportional point on the 2003 left bank;

THENCE North 01°02'39" East a distance of 1194.21 feet to the **POINT OF BEGINNING**, and containing 46.85 acres of land more or less.

Total with Lot 2 of Section 28 is 62.85 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THAT PORTION OF THE REMAINDER
OF LOT 5, SECTION 28, T 10 N – R 25 W,
LOCATED ALONG THE NORTH FORK OF THE RED RIVER,
BECKHAM COUNTY, OKLAHOMA**

BEGINNING at the Southwest corner of Lot 5, said point being North 00°03'30" East a distance of 1322.55 feet from a fence post with an Iron Rod with cap at the base of the post at the Southwest corner of Section 28, T 10 N – R 25 W, Beckham County, Oklahoma.

THENCE along the West line of said Section 28, North 00°03'30" East a distance of 694.34 feet to the proportioned ancient meander corner on the ancient right bank between Sections 28 and 29.

THENCE along the adjusted ancient right bank, South 69°10'02" East a distance of 1007.37 feet to the intersection of the adjusted ancient right bank and the 2003 medial line.

THENCE along the 2003 medial line the following courses and distances:

South 67°55'03" East a distance of 115.81 feet;
South 56°20'22" East a distance of 167.47 feet;
South 64°22'13" East a distance of 181.06 feet to a point;

THENCE South 25°37'48" West a distance of 134.63 feet to the intersection of the 2003 right bank and the South line of said Lot 5;

THENCE along the South line of said Lot 5, South 89°59'57" West a distance of 1293.95 feet to the POINT OF BEGINNING, and containing 13.22 acres of land more or less.

**METES AND BOUNDS DESCRIPTION
OF THE ACCRETION AND RIPARIAN ACREAGE
TO LOT 5, SECTION 28, T 10 N – R 25 W,
LOCATED ALONG THE NORTH FORK OF THE RED RIVER
BECKHAM COUNTY, OKLAHOMA**

BEGINNING at the ancient meander corner on the ancient right bank
between Sections 28 and 29, T 10 N – R 25 W, Beckham County, Oklahoma;

THENCE North 00°03'30" East a distance of 16.10 feet to a point on
the 2003 medial line;

THENCE along the 2003 medial line the following courses and
distances;

South 76°21'01" East a distance of 344.09 feet;
South 61°06'58" East a distance of 366.59 feet;
South 67°55'04" East a distance of 308.79 feet to a point;

THENCE along the adjusted ancient right bank, North 69°10'02" West
a distance of 1007.37 feet to the POINT OF BEGINNING, and containing 0.58
acres of land more or less.

U. S. ARMY COE, SPECIAL STIPULATIONS 1-A
KAW LAKE

1. This is a no surface occupancy lease.
2. All oil and gas drilling and production operations shall be under the supervision of the District Manager, Bureau of Land Management (BLM), in accordance with 43 Code of Federal Regulations 3160.
3. The Secretary of the Army or designee reserves the right to require cessation of operations if a national emergency arises or if the Army needs the leased property for a mission incompatible with lease operations. On approval from higher authority, the District Engineer will give notice of the required suspension. The lessee agrees to this condition and waives compensation for its exercise.
4. If the District Engineer or his authorized representative discovers an imminent danger to safety or security which allows no time to consult the BLM, that person may order such activities stopped immediately. The District Manager, BLM, will be notified immediately, will review the order, and will determine the need for further remedial action.
5. Lessee liability for damage to improvements shall include improvements of the Department of Defense. Lessee shall be liable for pollution and other damages, as a result of their operations, to Government-owned land and property and to the property of the Government's authorized surface user.
6. Before beginning to drill, the lessee must consult with third parties authorized to use real estate in the lease area and must consider programs for which third parties have contractual responsibility.
7. A license to conduct geophysical test on the leased area must be obtained separately from the District Engineer.
8. That all rights under this lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of the above-named project.

9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities; and the lessee shall hold the United States harmless from any and all such claims.

10. That the work performed by the lessee on the lands shall be under the general supervision of the District Engineer, Corps of Engineers, in direct charge of the project, and subject to such conditions and regulations as may be prescribed by him, and the plans and locations for all structures, appurtenances thereto, and work on said lands shall be submitted to the said District Engineer for approval in advance of commencement of any work on said lands. The District Engineer shall have the right to enter on the premises, at any time, to inspect both the installation and operational activities of the lessee.

11. That no structure or appurtenance thereto shall be of a material or construction determined to create floatable debris.

12. That the construction and operation of said structures and appurtenances thereto shall be of such a nature as not to cause pollution of the soils and the waters of the project.

13. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation, and maintenance of the Government project and to place improvements thereon or to remove materials therefrom, including sand and gravel and other construction material, as may be necessary in connection with such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of the work performed on land outside property included in the lease is made more expensive by reason of improvements constructed on the leased property by the lessee, the lessee shall pay to the United States money in the amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.

14. All areas with 2,000 feet of any major structure, including but not limited to the dam, spillway, or embankment, are restricted areas. The lessee, his operators, agents, or employees shall not utilize the surface of restricted areas for any purpose. Drilling operations in, on, or under the restricted areas, including drilling outside of the restricted areas which would cause a bore hole to be under the restricted area, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming part of a drilling unit so that the United States will share in the royalty of the unit.

15. All existing or proposed public use areas, recreation areas, wildlife and waterfowl refuges, historical sites, and hiking and horseback trail areas may be leased for the sole purpose of becoming a part of a drilling unit. The lessee, his operators, agents, or employees will not use or enter upon the surface for any purpose. Directional drilling from non-public areas is permitted if not otherwise restricted.

16. All storage tanks and slush pits will be protected by dikes of sufficient capacity to protect the reservoir from pollution to flood pool elevation 1044.5 feet, for Kaw Lake, National Geodetic Vertical Datum.

17. It is the responsibility of the lessee to identify and be aware of areas where entry is prohibited.

18. The operator will immediately stop work and advise the District Engineer or his authorized representative if contamination is found in the lease area.

FLOODPLAIN PROTECTION STIPULATION
CONTROLLED SURFACE USE

All or portions of the lands under this lease lie in and/or adjacent to a major watercourse and are subject to periodic flooding. Surface occupancy of these areas will not be allowed without specific approval, in writing, of the Bureau of Land Management.

For the following described land(s):

Any changes in this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

WETLAND/RIPARIAN STIPULATION
CONTROLLED SURFACE USE

All or portions of the lands under this lease contain wetland and/or riparian areas. Surface occupancy of these areas will not be allowed without the specific approval, in writing, of the Bureau of Land Management. Impacts or disturbance to wetlands and riparian habitats which occur on this lease must be avoided, or mitigated. The mitigation shall be developed during the application for permit to drill process.

For the following described land(s):

Any changes in this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

SEASON OF USE STIPULATION

Surface occupancy of this lease will not be allowed from February 15 to May 15, as well as all applicable hunting seasons without the specific approval, in writing, from the authorized officer of the Bureau of Land Management. This stipulation does not apply to operation and maintenance of production facilities.

One the land(s) described below:

For the Purpose of: Wildlife seasonal use requirements or recreation use conflicts with drilling activities.

Any changes in this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

LEASE NOTICE
THREATENED AND ENDANGERED SPECIES

According to preliminary information all or portions of this lease area could contain Federal and/or State-listed threatened or endangered species and/or their habitats. Any proposed surface disturbing activity may require an inventory and consultation with the U.S. Fish and Wildlife Service and/or the State Wildlife agency. The consultation could take up to 180 days to complete. Surface occupancy could be restricted or not allowed as a result of the consultation. Appropriate modifications of the imposed restrictions will be made for the maintenance and operations of producing oil and gas wells.

STIPULATION FOR LANDS OF THE NATIONAL FOREST SYSTEM
UNDER JURISDICTION OF
DEPARTMENT OF AGRICULTURE

The permittee/lessee must comply with all the rules and regulations of the Secretary of Agriculture set forth at Title 36, Chapter II, of the code of Federal Regulations governing the use and management of the National Forest System (NFS) when not inconsistent with the rights granted by the Secretary of the Interior in the permit. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of an exploration plan by the Secretary of the Interior, (2) uses of all existing improvements, such as Forest development roads, within and outside the area permitted by the Secretary of the Interior, and (3) use and occupancy of the NFS not authorized by an exploration plan approved by the Secretary of the Interior.

All matters related to this stipulation are to be addressed

To : Forest Supervisor
Cibola National Forest
At : 2113 Osuna Rd., NE Ste A
Albuquerque, NM 87113-1001
Telephone No : (505) 761-4650

Who is the authorized representative of the Secretary of Agriculture.

CONTROLLED SURFACE USE STIPULATION

Surface occupancy or use is subject to the following special operating constraints:

Facilities will be located at least 300 feet away from all riparian corridors (i.e. 300 feet away from the edge of vegetation zones associated with riparian areas whether they are perennial, intermittent or ephemeral).

Activities associated with drilling and production will be limited or special actions may be required in areas with high potential for wind or water erosion.

New road access will be limited to areas of less than 30% slopes. New road access in or near drainage (watercourses) will be limited to essential crossings with the least environmental impact. All Soil and Water Conservation Practices described in FSH 2509.22 will be followed for each site-specific case of road construction.

On the lands described below:

For the purpose of: Prevention of soil erosion and to protect riparian areas.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

CONTROLLED SURFACE USE STIPULATION

Surface occupancy or use is subject to the following special operating constraints:

The lessee is given notice that a closed circulation system will be used for all oil and gas drilling. No open pits will be allowed.

On the lands described below:

For the purpose of: Avoid potential ground and surface water contamination and surface disturbance associated with open pits.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

NO SURFACE OCCUPANCY STIPULATION

No Surface occupancy or use is allowed on the lands described below:

(Developed and dispersed recreation sites in Cibola National Forest
Management Plan management area 4)

For the purpose of: Meeting Forest Land Management Plan standards for these areas by preserving the character of the area and therefore maintaining opportunities for developed and dispersed recreation experiences.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

LEASE NOTICE

R-3 Cultural Resource Management

No surface-disturbing work can be approved until a Cultural Resource survey and report is completed.

The permittee, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the permittee, contractor or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions.

The permittee, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until authorized by the Project Administrator, after consultation with the Forest Archeologist, to proceed. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook (FSH 2309.24, Chapter 40) are incorporated by reference herein.

Threatened, Endangered and Sensitive Species Habitat

The lessee is advised that the lease areas may contain populations of or habitat for threatened, endangered, proposed or Sensitive species. The leased lands will be examined prior to undertaking any surface disturbing activities (including seismic explorations) to determine effects upon any plant or animal species and prescribe necessary mitigations. These examinations will be initiated upon receipt of an Application for Permit to Drill, IM, Seismic testing request, or when any ground disturbing activity is proposed. Field surveys for some species may however require delays until appropriate field conditions can be met. Should proposed activities involve possible effects to a Federally listed species, consultation with USFWS may be required. Delays for consultation could take 30 to 135 days.

AGRICULTURE RESEARCH SERVICE
SPECIAL STIPULATION

The undersigned lessee accepts the following terms and conditions and agrees to their incorporation in the above numbered oil and gas lease:

1. The lands are not to be entered at any time for the purpose of exploring for oil and gas without the written approval of the Superintendent, Southern Plains Range Research Station, Agricultural Research Service. If approval is granted, the Special Stipulations ARS-2 will be in effect.
2. The lands are not to be directionally drilled or slant-well drilled at any time.
3. The oil and gas lease is issued solely for the purpose of unitizing or communitizing the acreage embraced in this lease with other adjoining acreage.
4. The location of surface-disturbing activities will be finally determined only upon the approval of the Superintendent, Southern Plains Range Research Station, Agricultural Research Service.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SPECIAL STIPULATIONS FOR LANDS UNDER JURISDICTION
OF
THE AGRICULTURE RESEARCH SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

The lands embraced in this lease for oil and gas issued under the Mineral Leasing Act for Acquired Lands of August 7, 1947, (61 Stat. 913; 30 U.S.C. 351-359) being under the jurisdiction of the Secretary of Agriculture, the lessee hereby agrees to accept the following terms and conditions, and to have them incorporated into the lease:

The authorized representative of the Secretary of Agriculture is the Superintendent, Southern Plains Range Research Station, Agricultural Research Service, Woodward, Oklahoma, (hereinafter referred to as "Superintendent") to whom all matter relating to this stipulation will be addressed.

Oil and gas operations on the leased lands will be conducted with due regard for good land management so as to create a minimum disturbance to the surface vegetation and to the experimental research of the Agricultural Research Service (ARS). A cooperative and mutual effort will be exercised by both parties in the solution of any and all operational problems.

Each well location on the leased lands will be staked in joint agreement between the lessee and the Superintendent.

The Superintendent will agree to a well location within fifteen (15) days from the date he receives a notice of lessee's intention to drill. If the location site in Section 33 as determined by the drilling and spacing pattern allowed by the Corporation Commission of the State of Oklahoma does not meet with the approval of the Superintendent, the lessee will use diligent efforts to obtain an exception by said Commission.

Routes of ingress and egress to well sites, including maintenance thereon, will be specified by the Superintendent, without undue burden to normal requirements of the lessee. Such routes will be posted, and no deviation therefrom will be permitted except in an emergency.

Any fence crossed by a route of ingress and egress to a well location will have a temporary cattle-guard and the fence properly braced on both sides; all construction to be at the expense of the lessee and in accordance with specifications to be furnished by the Superintendent.

The area of all operations for drilling and production will be fenced in the manner specified by the Superintendent so as to prevent grazing livestock from entering thereon. The area of any drill site will be a minimum consistent with the standard well drilling practice of the oil and gas industry, but in no case to exceed three (3) acres without written approval of the Superintendent.

If a second or alternative drill site in any section, is required because of unforeseen surface or subsurface difficulties, the Superintendent will immediately designate an adjoining area for such use. The lessee will restore the surface of the first site to its former condition, so far as reasonably possible.

Pipelines will be constructed along routes specified by the Superintendent, with both minimum of interference to the experimental research of ARS and inconvenience to the lessee being given full consideration. All pipelines, however, will be buried a minimum of eighteen (18) inches below the surface of the ground, unless otherwise agreed to in writing by the Superintendent.

For drilling operations, metal reservoirs or drilling pits will be used, if available without undue burden to lessee, instead of cutting pits into the ground. If drilling pits are dug, as soon as possible after conclusion of drilling operations, the drilling mud and foreign matter will be removed from said pits and the pits will be filled. The superintendent agrees to provide an area where said mud, sludge, etc., may be deposited.

Water required for drilling operations on any well will not be taken from wells located on the leased lands unless approved in writing by the Superintendent.

The lessee, its agents, employees, contractors, subcontractors, and employees of contractors and subcontractors, when on the leased lands

shall exercise extraordinary precaution to prevent and suppress any and all range fires. Any fire caused by the lessee, its agents, employees, contractors, subcontractors, or employees of such contractors or subcontractor, which burns the major part of one experimental pasture, or parts of two or more experimental pastures, will require controlled burning of all other pastures in the same unit of which these pastures are an integral part, so that ARS experiments on the whole unit will be treated uniformly. All costs of such controlled burning will be borne by the lessee and in accordance with written instructions of the Superintendent.

Unless prevented by circumstances over which he has no control, the lessee will place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the leased land at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting brush or grass fires on or originating on the leased lands or on adjacent areas or caused by the negligence of the lessee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services will be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates will not be less than the current rates of pay prevailing in the vicinity for services of a similar character: Provided, that if the lessee, his employees, contractors, subcontractors, or employees of contractors or subcontractors caused or could have prevented the origin or spread of said fire, or fires, no payment will be made for service so rendered.

During periods of serious fire danger to brush or grass, as may be specified by the Superintendent, the lessee will prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the lease area except at established camps, and will enforce this prohibition by all means within his power: Provided, that the Superintendent may designate safe places where after all inflammable material has been cleared away, at the option of the lessee, smoking may be permitted.

The lessee will not burn rubbish, trash or other inflammable materials except with the consent of the Superintendent and will not use explosives in such a manner as to scatter inflammable materials on the surface of the land during the brush or grass fire season, except as authorized to do so or on areas approved by such representative.

The lessee will be responsible for payment of a just and reasonable sum for death or injury to any Government-owned or Government supervised livestock properly grazing on the leased lands, where such death or injury is attributable to the negligence of the lessee, its agents, employees, contractors, subcontractors, or employees of such contractors or subcontractors.

Unless otherwise authorized, prior to the beginning of operations upon the leased lands, lessee will appoint and maintain at all times during the term of this lease a local agent upon whom may be served written orders and notices respecting matters contained in this stipulation, and to inform the Superintendent, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee will immediately so inform the Superintendent.

LEASE NOTICE
POTENTIAL CAVE OR KARST OCCURRENCE AREA

All or portion of the lease are located in a potential cave or karst occurrence area. Within this area, caves or karst features such as sinkholes, passages, and large rooms may be encountered from the surface to a depth of as much as 2,000 feet, within surface areas ranging from a few acres to hundreds of acres. Due to the sensitive nature of the cave or karst systems of this area, special protective measures may be developed during environmental analyses and be required as part of approvals for drilling or other operations on this lease. These measures could include: changes in drilling operations; special casing and cementing programs; modifications in surface activities; or other reasonable measures to mitigate impacts to cave or karst values. These measures may be imposed in accordance with 43 CFR 3101.1-2; 43 CFR 3162.5-1; Onshore Oil and Gas Order No. 1; and Section 6 of the lease terms.

LEASE NOTICE
PROTECTION OF ENDANGERED OR THREATENED
OR SENSITIVE SPECIES

The following species have been identified as occurring on or in the vicinity of the lease areas. The lease areas may contain essential habitat for the continued existence of these species: Kuenzler hedgehog cactus (*Echinocereus fendleri* var. *Kuenzleri*).

The Federal surface management agency is responsible for assuring that the leased lands are examined prior to undertaking any surface disturbing activities on lands covered by these leases, to determine effects on any plant or animal species listed or proposed for listing as endangered or threatened or their habitats.

In accordance with Section 6 of the lease terms and in order to comply with the Endangered Species Act of 1972, the lessee may be required to conduct an examination on the lands (including access routes to the lease areas) to be affected by the proposed action to determine if threatened or endangered species are present or may be affected by the proposed action. This survey would be done by a resource specialist approved by the surface management agency. An acceptable report is to be submitted for approval to the surface management agency identifying the anticipated effects of the proposed action on endangered or threatened species and their habitat. If the examination determines that the action may detrimentally affect a species listed or proposed for listing as an endangered or threatened species, restriction to the lessee's proposal or even denial of any beneficial use of the lease may result. The lessee will take such measures as may be required by the authorized officer to protect such species.

POTASH STIPULATION

Stipulations to be made part of any oil and gas lease involving lands described in Secretarial Order, 51 Federal Register 39425 (October 28, 1986).

The lessee further agrees that:

- (1) Drilling for oil and gas shall be permitted only in the event that the lessee establishes to the satisfaction of the Authorized Officer, Bureau of Land Management, that such drilling will not interfere with the mining and recovery of potash deposits, or the interest of the United States will best be served by permitting such drilling.**
- (2) No wells shall be drilled for oil or gas at a location which, in the opinion of the Authorized Officer, would result in undue waste of potash deposits or constitute a hazard to or unduly interfere with mining operations being conducted for the extraction of potash deposits.**
- (3) When it is determined by the Authorized Officer, that unitization is necessary for orderly oil and gas development and proper protection of potash deposits, no well shall be drilled for oil or gas except pursuant to a unit plan approved by the Authorized Officer.**
- (4) The drilling or the abandonment of any well on said lease shall be done in accordance with applicable oil and gas operating regulations (43 CFR 3160), including such requirements as the Authorized Officer may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing potash deposits or into mines or workings being utilized in the extraction of such deposits.**

On the land(s) described below:

**Bureau of Land Management
Carlsbad Field Office**

**SENM-S-1
Revised December 1996**

SLOPES OR FRAGILE SOILS

Surface occupancy or use is subject to the following special operating constraints:

Surface disturbance will not be allowed on slopes over 30 percent. Exceptions will be considered for authorized mineral material extraction sites and designated OHV areas, for the installation of projects designed to enhance or protect renewable natural resources, or if a plan of operation and development which provides for adequate mitigation of impacts was approved by the Authorized Officer. Occupancy or use of fragile soils will be considered on a case-by-case basis.

On the lands described below:

For the purpose of: Protecting Slopes or Fragile Soils

SLOPES OR FRAGILE SOILS WITHIN
ROSWELL FIELD OFFICE AREA

Surface Occupancy or use is subject to the following special operating constraints:

Surface disturbance will not be allowed on slopes over 20 percent. Exceptions will be considered for authorized mineral material extraction sites and designated OHV areas, for the installment of projects designed to enhance or protect renewable resources, or if the BLM Authorized Officer has approved a plan of operations and development providing for mitigation of impacts. Occupancy or use of areas with fragile soils will be considered on a case-by-case basis.

On the lands described below:

For the purpose of: Protecting fragile soils and preventing damage on steep slopes.

STREAMS, RIVERS, AND FLOODPLAINS

Surface occupancy or use is subject to the following special operating constraints:

Surface disturbance will not be allowed within up to 200 meters of the outer edge of 100-year floodplains, to protect the integrity of those floodplains. On a case-by-case basis, an exception to this requirement may be considered based on one or more of the criteria listed below. The first three criteria would not be applied in areas of identified critical or occupied habitat for federally listed threatened or endangered species.

--Additional development in areas with existing developments that have shown no adverse impacts to the riparian areas as determined by the Authorized Officer, following a case-by-case review at the time of permitting.

--Suitable off-site mitigation if habitat loss has been identified.

--An approved plan of operations ensures the protection of water or soil resources, or both.

--Installation of habitat, rangeland or recreation projects designed to enhance or protect renewable natural resources.

For the purpose of: Protecting Streams, Rivers and Floodplains

On the lands described below:

PLAYAS AND ALKALI LAKES

Surface occupancy or use is subject to the following special operating constraints:

Surface disturbance will not be allowed within up to 200 meters of PLAYAS of Alkali Lakes. Waiver of this requirement will be considered on a case-by-case basis for projects designed to enhance or protect renewable natural resources. An exception for oil and gas development will be considered if Playa lake loss was mitigated by the protection and development of another playa exhibiting the potential for improvement. Mitigation could include: installing fencing; developing a supplemental water supply; planting trees and shrubs for shelter belts; conducting plays basin excavation; constructing erosion control structures or cross dikes; or by improving the habitat in another area.

On the lands described below:

For the purpose of: Protecting Playas and Alkali Lakes

SPRINGS, SEEPS AND TANKS

Surface occupancy or use is subject to the following special operating constraints:

Surface disturbance will not be allowed within up to 200 meters of the source of a spring or seep, or within downstream riparian areas created by flows from the source or resulting from riparian area management. Surface disturbance will not be allowed within up to 200 meters of earthen tanks or the adjacent riparian areas created as a result of the presence of the tanks. Exceptions to this requirement will be considered for the installation of habitat or rangeland projects designed to enhance the spring or seep, or downstream flows.

For the purpose of: Protecting Springs, Seeps and Tanks

CAVES AND KARST

Surface occupancy or use is subject to the following special operating constraints:

Surface disturbance will not be allowed within up to 200 meters of known cave entrances, passages or aspects of significant caves, or significant karst features. Waiver of this requirement will be considered for projects that enhance or protect renewable natural resource values, or when an approved plan of operations ensures the protection of cave and karst resources.

For the purpose of: Protecting Caves and Karst Features

PRAIRIE CHICKENS

No surface use is allowed during the following time periods; unless otherwise specified, this stipulation does not apply to the operation and maintenance of production facilities.

Drilling for oil and gas, and 3-D geophysical exploration operations will not be allowed in Lesser Prairie Chicken Habitat during the period of March 15 through June 15, each year. During that period, other activities that produce noise or involve human activity, such as the maintenance of oil and gas facilities, geophysical exploration other than 3-D operations, and pipeline, road, and well pad construction, will be allowed except between 3:00 a.m. and 9:00 a.m.. The 3:00 a.m. and 9:00 a.m. restriction will not apply to normal, around-the-clock operations, such as venting, flaring, or pumping, which do not require a human presence during the period. Additionally, no new drilling will be allowed within up to 200 meters of leks known at the time of permitting. Normal vehicle use on existing roads will not be restricted. Exhaust noise from pump jack engines must be muffled or otherwise controlled so as not to exceed 75 db measured at 30 feet from the source of the noise. Exceptions to these requirements will be considered for areas of no or low prairie chicken booming activity, or unoccupied habitat, including leks, as determined at the time of permitting, or in emergency situations.

For the purpose of: Protecting Prairie Chickens

VISUAL RESOURCE MANAGEMENT

Surface occupancy or use is subject to the following special operating constraints:

Painting of oil field equipment and structures to minimize visual impacts will be conducted according to the requirements of Notice to Lessees (NTL) 87-1, New Mexico. Low profile facilities also may be required ,when needed to reduce the contrast of a project with the dominant color, line, texture, and form of the surrounding landscape. Other surface facilities or equipment approved by the BLM, such as large-scale range improvements or pipelines, will be painted, when needed, to conform with the requirements of visual resource management to minimize visual impacts. Paint colors will be selected from the ten standard environmental colors approved by the Rocky Mountain Coordinating committee. The selected paint color will match as closely as possible the predominant soil or vegetation color of the area.

For the purpose of: Protecting Visual Resources Management

NO SURFACE OCCUPANCY STIPULATION

No surface occupancy or use is allowed on the lands described below:

For the purpose of: Protecting significant cultural and natural resource protection values within the Garnsey Bison Kill Site Protected area (CRA SMA No. 16) as discussed in the Carlsbad Resource Management Plan.

If circumstances or relative resource values change or if the lessee demonstrates that operations can be conducted without causing unacceptable impacts, this stipulation may be waived, excepted, or modified by the authorized officer if such action is consistent with the provisions of the applicable Land Use Plan, or if not consistent, through a planning amendment. If the authorized officer determines that the waiver, exception, or modification is substantial, the waiver, exception, or modification will be subject to a 30-day public review period.

NO SURFACE OCCUPANCY
POTASH AREA

All or portion of the lease is over known potash deposits. The drilling of oil and gas wells which would penetrate these deposits is prohibited. For this purpose, and in addition to the conditions imposed by Stipulation SENM-S-1, no surface occupancy (NSO) will be allowed on the lands described below. These NSO lands are leased with the requirement that they are to be explored and/or developed by wells directionally drilled from surface locations on adjacent lands. The well bore of any directionally drilled well shall be drilled vertically until it penetrates USGS Marker Bed 126 or, if not present, its stratigraphic position, both as determined by the BLM authorized officer.

No surface occupancy is allowed on the lands described below:

T 23 S. – R 29 E.
Sec. 10: E2
Sec. 15: E2, NENW

For the purpose of: To prevent the drilling of wells for oil or gas which would result in an undue waste of potash deposits or constitute a hazard to or unduly interfere with mining operations being conducted for the extraction of potash deposits.

CONTINENTAL DIVIDE TRAIL

No occupancy or other surface disturbance will be allowed within 1000 feet of the Continental Divide National Scenic Trail Treadway. This distance may be modified when specifically approved in writing by the Bureau of Land Management at the address shown below:

**Address: Socorro Field Office
198 Neel Avenue NW
Socorro, NM 87801-4648
(505) 835-0412**

CONTROLLED SURFACE USE
STIPULATION

Surface occupancy or use is subject to the following special operating constraints:

All or part of the lease area contains special values, is needed for special purposes, or requires special attention to prevent damage to surface resources. Any surface use or occupancy within such areas will be strictly controlled. Use or occupancy will be authorized only when the operator demonstrates that the area is essential for operations and when the operator submits a surface use and operations plan which is satisfactory to the BLM for the protection of these special values and existing or planned uses. Appropriate modifications to the imposed restrictions will be made for the maintenance and operations or producing oil and gas wells.

After the BLM has been advised of the proposed surface use or occupancy of these lands and on request of the operator, the BLM will furnish further data on such areas.

Reason(s) for Restrictions: (one or more of the following)

- A. Minimize damage to watersheds having critical erosion potential.
- B. Prevent damage to cultural resources.
- C. Class I and II visual resource areas.
- D. Threatened and Endangered Species habitat.
- E. Riparian habitat.
- F. Other resource values.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provision for such changes.

NO SURFACE OCCUPANCY
STIPULATION

No surface occupancy or use is allowed on the lands described below:

For the purpose of: (one or more of the following)

- A. Ecological study plots.**
- B. Demonstration areas.**
- C. Cultural resources.**
- D. Other resources.**

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

**Bureau of Reclamation
Mineral Leasing Stipulations for
Carlsbad and Tucumcari Projects**

The United States Bureau of Reclamation (Reclamation) is the surface managing agency for approximately 59,800 acres of acquired and withdrawn lands in the Roswell Area Office's Bureau of Land Management mineral jurisdiction. The subject lands are located within and adjacent to three reservoirs of the the Carlsbad Project and two reservoirs of the Tucumcari Project, being listed as follows:

1. Carlsbad Project - Brantley Reservoir.....43,500 acres
2. Carlsbad Project - Avalon Reservoir.....4,000 acres
3. Carlsbad Project - Sumner Reservoir.....11,500 acres
4. Tucumcari Project - Hudson Lake.....160 acres
5. Tucumcari Project - Dry Lake.....640 acres

With regard to the leasing of the mineral estate(s) within the 59,800 acres, Reclamation will provide specific leasing stipulations for each prospective lease. The general leasing stipulations and requirements for the subject Reclamation managed lands are as follows:

BRANTLEY RESERVOIR

No surface occupancy will be allowed within one half mile of the Brantley Dam site, drilling between one half mile and one mile of the Brantley Dam site shall be reviewed on a case by case basis. No surface occupancy within the Brantley Lake State Park. No storage facilities will be allowed below contour elevation 3286.

Surface occupancy below natural contour elevation 3271 will be reviewed on a case by case basis.

AVALON RESERVOIR

No surface occupancy will be allowed within one half mile of the Avalon Dam site.

No surface occupancy below contour elevation 3190. No storage facilities below contour elevation 3200.

SUMNER RESERVOIR

No surface occupancy will be allowed within one half mile of the Sumner Dam site.

No surface occupancy within Sumner Lake State Park. No surface occupancy below contour elevation 4279. No storage facilities below contour elevation 4300.

HUDSON LAKE

No surface occupancy within the boundaries of Hudson Lake.

DRY LAKE

No surface occupancy below contour elevation 4085.

In addition to those restrictions above, Reclamation proposes that the first paragraph of page 3 of "Management Common to all Alternatives" be omitted. The subject paragraph states that if lands presently managed by Reclamation revert to BLM, they would be leased and managed under appropriate Roswell Field Office stipulations or conditions of approval (e.g., stipulations for flood plains). Once production of all wells permitted are terminated, the permittee shall immediately plug the well hole and reclaim the surface disturbed by the operation.

Prior to commencing operations on leasehold, contact the Bureau of Reclamation, Albuquerque Area Office, Attn: Rik Arndt, Lead Realty Specialist, 505 Marquette NW, Suite 1313, Albuquerque, NM 87102-2162, (505) 462-3604.

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Oil & Gas Information includes:

- Sale Notice
- Sale Schedule
- FAQs
- Leasing Instructions & Guidelines
- NTLs, Onshore Orders
- Sale Results
- Forms
- Contacts

Email links are provided at the site
for your comments and suggestions